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Protracted conflicts in the GUAM area and their implications for international peace, security and development

Security Council
Seventieth year

Identical letters dated 20 August 2015 from the Permanent Representative of Georgia to the United Nations addressed to the Secretary-General and the President of the Security Council

I have the honour to transmit herewith the statement of the Ministry of Foreign Affairs of Georgia, dated 19 August 2015, regarding the latest illegal military activities of the Russian Federation in Georgia (see annex).

I should be grateful if you would have the present letter and its annex issued as a document of the General Assembly, under agenda item 33, and of the Security Council.

(*Signed*) Kaha **Imnadze**
Ambassador
Permanent Representative

15-14217 (E) 080915

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Annex to the identical letters dated 20 August 2015 from the Permanent Representative of Georgia to the United Nations addressed to the Secretary-General and the President of the Security Council

Statement of the Ministry of Foreign Affairs of Georgia regarding the latest illegal military activities of the Russian Federation in Georgia

Tbilisi, 19 August 2015

On 17 August 2015, the Russian Federation launched large-scale military exercises involving its military bases in the southern military district and the Abkhazia and Tskhinvali regions of Georgia, which remain under illegal Russian military occupation. Based on the official website of the Russian Defence Ministry, these exercises envisage the use of modern weapon systems such as the Grad-M, Uragan and Smerch multiple-launch rocket systems, the 152-mm and 122-mm self-propelled howitzers Msta-C and D-30, and the self-propelled artillery piece Nona. The exercises are scheduled to continue until 18 September.

Today, the Russian armed forces of the southern military district that are deployed in the North Caucasus and in the occupied Tskhinvali region of Georgia started field exercises using new-generation communications systems. The field exercises currently involve more than 2,000 troops and over 500 pieces of special communications equipment.

In parallel to its military exercises, Russia continues to violate the airspace of Georgia. In particular, on 19 August, at 10.57 a.m., a Russian military MI-8 helicopter entered the airspace of Georgia beyond the occupied territory, from the occupied Khelchua village, and flew over Zardiaantkari village in Gori municipality. After violating Georgian airspace, the helicopter continued towards the occupied town of Akhalgori.

Such actions by the Russian Federation are of a provocative character, and they pose a threat to the peace and stability of the region. The Ministry of Foreign Affairs of Georgia demands that the Russian Federation comply with the fundamental principles of international law, as well as with the international commitments undertaken by Russia, including under the ceasefire agreement of 12 August 2008, and withdraw all its military forces from the occupied Georgian territories.

At the same time, the Ministry of Foreign Affairs of Georgia calls upon the international community, in particular the European Union Monitoring Mission in Georgia and the co-chairs of the Geneva international discussions, to duly assess the activities of Russia directed against the sovereignty and territorial integrity of Georgia.

United Nations S/2015/654

Security Council

Distr.: General
19 August 2015

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Letter dated 19 August 2015 from the Chargé d'affaires a.i. of the United States Mission to the United Nations addressed to the President of the Security Council

I have the honour to transmit herewith for information purposes the text of the Agreement on the Resolution of the Conflict in the Republic of South Sudan signed on 17 August 2015 by the Sudan People's Liberation Movement/Army in Opposition (SPLM/SPLA-IO) and the Former Detainees (see annex).

I would be grateful if the present letter and its annex could be circulated as a document of the Security Council.

(*Signed*) Michele J. **Sison**
Chargé d'affaires a.i.

15-14276 (E) 290915

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Annex to the letter dated 19 August 2015 from the Chargé d'affaires a.i. of the United States Mission to the United Nations addressed to the President of the Security Council

Agreement on the resolution of the conflict in the Republic of South Sudan

Addis Ababa, Ethiopia
17 August 2015

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Acronyms

ACC	Anti-Corruption Commission
AfDB	African Development Bank
AJMCC	Area Joint Military Ceasefire Committees
AU	African Union
AU COI	African Union Commission of Inquiry
AUHLAHC	African Union High-level Ad hoc Committee
AUSF	Amalgamated Units of the Security Forces of South Sudan
BEFMA	Board of Economic and Financial Management Authority
BoSS	Bank of South Sudan
BSRF	Board of Special Reconstruction Fund
CoH	Cessation of Hostilities
CoHA	Cessation of Hostilities Agreement (23 January 2014)
CSO	Civil Society Organizations
CTRH	Commission for Truth, Reconciliation and Healing
CTSAMM	Ceasefire and Transitional Security Arrangements Monitoring Mechanism
DDR	Disarmament, Demobilization and Reintegration
EFMA	Economic and Financial Management Authority
EDF	Enterprise Development Fund
EITI	Extractive Industries Transparency Initiative
FDs	Former Detainees
FFAMC	Fiscal and Financial Allocation Monitoring Commission
GPAA	Greater Pibor Administrative Authority
GRSS	Government of the Republic of South Sudan (Pre-Transition Period)
HCSS	Hybrid Court for South Sudan
IDPs	Internally displaced persons
IGAD	Intergovernmental Authority on Development
IGAD PLUS	An expended form of the IGAD-led Mediation
IMF	International Monetary Fund
IPF	IGAD Partners Forum
JMCC	Joint Military Ceasefire Commission
JMCT	Joint Military Ceasefire Teams

JMEC	Joint Monitoring and Evaluation Commission
MVM	Monitoring and Verification Mechanism
NBC	National Broadcasting Corporation
NBS	National Bureau of Standards
NCAC	National Constitutional Amendment Committee
NDC	National Defence Council
NDFSS	National Defence Forces of South Sudan
NEC	National Elections Commission
NLA	National Legislative Assembly
NPGC	National Petroleum and Gas Corporation
NSC	National Security Council
PCA	Permanent Ceasefire Arrangements
PFMA	Public Financial Management and Accountability Act, 2011
PRMA	Petroleum Revenue Management Act, 2012
PRSF	Petroleum Revenue Savings Fund
SAA	Special Arrangement Area
SDSR	Strategic Defence and Security Review
SSAO	South Sudan Armed Opposition
SRF	Special Reconstruction Fund
SST	Security Sector Transformation
TCRSS	Transitional Constitution of the Republic South Sudan, 2011
TGoNU	Transitional Government of National Unity (Transition Period)
TNA	Transitional National Assembly
TTPSU	Transitional Third Party Security Unit
TCRSS	Transitional Constitution of the Republic of South Sudan
TNL	Transitional National Legislature
TNLA	Transitional National Legislative Assembly
RA	Roads Authority
RC	Refugees Commission
SSBC	South Sudan Broadcasting Corporation
UWC	Urban Water Corporation
UN	United Nations

Preamble

The Government of the Republic of South Sudan (hereinafter referred to as the "GRSS"),

The South Sudan Armed Opposition,

The Former Detainees,

The other Political Parties of South Sudan, in their individual capacities, jointly referred to as the "**Parties**" to this Agreement,

Joined by other **Stakeholders**: Representatives of CSOs, Women's bloc, Faith-Based Leaders and Eminent personalities,

Acknowledging the need to promote inclusivity and popular ownership of this Agreement and hence create a mechanism to include individuals and organizations: Representatives of the country's diverse communities, youth groups, traditional chiefs, professional societies, academia, business community and others whom shall be referred to as **Adherents** to this Agreement;

Committed to achieving enduring peace and stability in the Republic of South Sudan;

Accepting the immediate need to bring an end to the tragic conflict on-going in the Republic of South Sudan since 15 December 2013, which has had such disastrous economic, political and social consequences for the people of South Sudan;

Profoundly regretting the suffering and distress caused to the people of South Sudan by the conflict on-going in South Sudan since 15 December 2013 and **apologizing unconditionally** to the people of South Sudan for all the suffering and distress caused by the devastation, loss of life and instability resulting from the conflict;

Acknowledging that social strife, disharmony between communities and mass violations of human rights has profound historical roots in our society, which pre-date the current conflict;

Committed to national reconciliation, accountability, healing and combating impunity among the highest priorities of the Transitional Government of National Unity (TGoNU);

Determined to build an inclusive and democratic society founded on the rule of law;

Firmly committed to end the culture of the use of force, as a means of settling differences and misunderstanding and to promoting a culture of peace and dialogue;

Cognizant that a Federal system of government is a popular demand of the people of South Sudan and of the need for the TGoNU to reflect this demand by way of devolution of more power and resources to lower levels of government, and to initiate that a federal and democratic system of governance that reflects the character of South Sudan and ensures unity in diversity be enacted during the permanent constitution making process;

Further accepting that the humanitarian situation in the Republic of South Sudan remains extremely precarious, and in need of urgent action by the Parties, the Transitional Government of National Unity and the international community;

Recognizing that all efforts must be made to continue and augment the provision and facilitation of humanitarian assistance and protection;

Convinced that the sharing and allocation of wealth emanating from resources in South Sudan shall ensure that the quality of life and dignity of all citizens are promoted without discrimination on the grounds of gender, religion, political affiliation, ethnicity, and language;

Appreciating the concerted efforts of all members of IGAD-PLUS and its Member States, and their leadership of the IGAD-led Mediation process for South Sudan;

Further appreciating the critical support provided by the international partners and friends of South Sudan;

Cognizant of the critical role played by the United Nations in the discharge of its mandate including protection of civilians, and facilitation of humanitarian assistance;

Reaffirming existing commitments to the Cessation of Hostilities (CoH) Agreement of 23rd January 2014, its subsequent rededication and implementation matrix;

Recalling the 9th May 2014 Agreement to Resolve the Crisis in South Sudan and the 1st February 2015 Areas of Agreement on the Establishment of the Transitional Government of National Unity in the Republic of South Sudan;

Further reaffirming these commitments to form a Transitional Government of National Unity, comprising all the Parties, to lead South Sudan to democratic Elections and a permanent constitutional order;

Recognizing the need for institutional and structural reforms to ensure effective governance in the Republic of South Sudan, during the Transition, and thereafter;

Unreservedly committed to the terms of this agreement; hereinafter referred to as the Agreement and hereby agree as follows;

Chapter I

Transitional Government of National Unity (TGoNU)

1. Establishment, Seat and Term of TgoNU

1.1. There shall be a Transitional Government of National Unity (TGoNU) established in South Sudan entrusted with the task of implementing this Agreement.

1.2. The Transitional Period shall commence 90 days after signing of this Agreement and the term of office shall be thirty (30) months preceded by ninety (90) days of a Pre-transitional Period.

1.3. The seat of the TGoNU shall be Juba.

1.4. The term and mandate of the incumbent President, the Vice President, and State Governors of the Republic of South Sudan shall be extended for the duration of the Transitional Period, until such time that Elections are held, except as provided for in Chapter I, Article 15.1 and 15.2 of this Agreement.

1.5. The TGoNU shall hold Elections sixty (60) days before the end of the Transition Period in order to establish a democratically elected government.

1.6. The power sharing ratio in the Executive of the TGoNU shall be applied as follows: Executive body as 53 per cent, 33 per cent, 7 per cent, and 7 per cent for the GRSS, the South Sudan Armed Opposition, Former Detainees and other political parties respectively. Whereas power-sharing ratios in the conflict affected States of Jonglei, Unity and Upper Nile as well as in the remaining seven (7) states shall be as reflected in Chapter 1, Articles 15.2 and 15.3 of this Agreement.

2. Mandate of TgoNU

2.1. The TGoNU shall:

2.1.1. Implement this Agreement and restore peace, security and stability in the country;

2.1.2. Expedite the relief, protection, voluntary and dignified repatriation, rehabilitation and resettlement of IDPs and returnees;

2.1.3. Facilitate and oversee a process of national reconciliation and healing through an independent mechanism in accordance with this Agreement including budgetary provisions for compensation and reparations;

2.1.4. Oversee and ensure the Permanent Constitution-making process is successfully carried out.

2.1.5. Work closely with the IGAD-PLUS Member States and Organizations and other partners and friends of South Sudan, to consolidate peace and stability in the country;

2.1.6. Reform of public financial management;

2.1.7. Ensure prudent, transparent and accountable management of national wealth and resources to build the nation and promote the welfare of the people;

2.1.8. Carry out normal functions of government;

2.1.9. Rehabilitate and reform the civil service;

2.1.10. Implement security sector reforms and security sector transformation;

2.1.11. Rebuild destroyed physical infrastructure in conflict-affected areas and give special attention to prioritizing the rebuilding of livelihoods of those affected by the conflict;

2.1.12. Establish a competent and impartial National Elections Commission (NEC) to conduct free and fair Elections before the end of the Transitional Period and ensure that the outcome is broadly reflective of the will of the electorate;

2.1.13. Make all efforts to conduct National Population and Housing Census before the end of the Transitional Period, taking into account Article 16.9 of this Agreement;

2.1.14. Devolve more powers and resources to States' and County levels;

3. Composition of the TGoNU:

3.1. The TGONU shall be composed of;

3.1.1. The GRSS,

3.1.2. The South Sudan Armed Opposition,

3.1.3. Former Detainees,

3.1.4. Other Political Parties which participated in the Addis Ababa June 2014 Symposium on IGAD-led Peace Talks for South Sudan entitled, "Towards Sustainable Peace in South Sudan", and as identified in "The Agreement to Resolve the Crisis in South Sudan, 9 May 2014", and choosing to adhere to this Agreement shall collectively choose their representatives in the Council of Ministers, Transitional National Assembly and in the governance institutions of the three States of Jonglei, Unity, and Upper Nile, as well as new institutions or reformed institutions according to the ratio provided in this Agreement. Such selection shall be witnessed by the IGAD-led Mediation.

4. Structure of the Executive of the TgoNU

4.1. The Executive of the TGoNU shall comprise the President, the First Vice President, the Vice President, the Council of Ministers and the Deputy Ministers;

4.2. The Council of Ministers shall comprise the President, the First Vice President, Vice President, and the Ministers.

5. President of the Republic of South Sudan

5.1. The incumbent President of the Republic shall serve as President and Executive Head of State for the Transitional Period;

5.2. The Powers, Functions and Responsibilities of the President shall be to:

5.2.1. Preserve and protect the sovereignty and territorial integrity of the Republic of South Sudan;

5.2.2. Represent the State, the TGoNU and the people of South Sudan in its international relations;

5.2.3. Serve as Commander-in-Chief of the South Sudan National Defence Forces;

5.2.4. Appoint and preside over the swearing into Office of the First Vice President, Vice President, Ministers and Deputy Ministers, in accordance with the terms of this Agreement;

5.2.5. Appoint Undersecretaries of the Ministries in consultation with the First Vice President and the approval of the Council of Ministers;

5.2.6. Chair the Council of Ministers;

5.2.7. Chair the National Security Council (NSC);

5.2.8. Chair the National Defence Council (NDC);

5.2.9. Cause the preparation of the annual budget of the TGoNU by the Minister of Finance and planning to be presented to the Council of Ministers and the Transitional National Legislative Assembly (TNLA);

5.2.10. Chair EFMA Board;

5.2.11. During emergencies, initiate the convening of the TNL in consultation with the Speaker and in accordance with the TCRSS and the law;

5.2.12. Assent to and sign into law bills passed by the TNL;

5.2.13. Supervise the conduct of foreign policy and ratify treaties and international agreements with the approval of the TNLA;

5.2.14. Appoint ambassadors and other senior diplomatic representatives to foreign countries as proposed by the Minister of Foreign Affairs and approved by the Council of Ministers;

5.2.15. Sign letters of accreditation of diplomatic representatives of the Republic of South Sudan to foreign countries, regional and international organizations, and receive the credentials of diplomatic representatives of foreign countries;

5.2.16. Confirm death sentences, grant pardons, and commute convictions and penalties in accordance with the law;

5.2.17. Confer national honours, both civil and military, in accordance with the laws governing such decorations and medals;

5.2.18. Preside over the swearing into office of heads of Independent Institutions, Commissions and Parastatals, as per this Agreement;

5.2.19. Perform any other function as may be prescribed by the TCRSS, this Agreement and the Law;

5.3. In the event that the post of the President falls vacant during the Transition Period, for any reason, including mental infirmity or physical incapacity of the office holder, the replacement shall be nominated by the top leadership body of the respective Party as at the signing of this Agreement. Such a process of replacement shall not exceed twenty four (24) hours.

And in the event that the post of the President falls vacant during the Transition Period, for any reason, including mental infirmity or physical incapacity of the office holder, the replacement shall be nominated by the unified ruling Party. Such a process of replacement shall not exceed twenty four (24) hours.

6. First Vice President of the Republic of South Sudan

6.1. For the duration of the Transition, there shall be established the office of the First Vice President of the Republic of South Sudan, to supervise the implementation of the reforms outlined in this Agreement and exercise the powers, functions and responsibilities outlined below. The office of the First Vice President shall cease to exist at the conclusion of the Transition Period unless otherwise decided in the permanent Constitution.

6.2. The First Vice President of the TGoNU shall be selected by the South Sudan Armed Opposition.

6.3. The Powers, Functions and Responsibilities of the First Vice President shall be to:

6.3.1. Coordinate the implementation of this Agreement and initiate institutional reforms as prescribed in this Agreement;

6.3.2. Serve as Commander-in-Chief of the South Sudan Armed Opposition forces during the Pre-Transition Period and the period or until the establishment of the shared unified command of the NDFSS;

6.3.3. Serve as the Acting Commander-in-Chief of the unified South Sudan National Defence Forces in the event of any temporary absence of the President after the unification of the forces;

6.3.4. Chair the cabinet clusters;

6.3.5. Serve as Deputy Chair of EFMA Board,

6.3.6. Serve as Deputy Chair of the NSC;

6.3.7. Serve as Deputy Chair of the NDC;

6.3.8. Oversee the preparation and consideration of TGoNU business and programmes;

6.3.9. Follow up and ensure the implementation of Council of Ministers' decisions with the relevant Ministries and institutions;

6.3.10. Oversee implementation of laws passed by the Transitional National Legislative Assembly;

6.3.11. In the absence of the President, the First Vice President shall chair the Council of Ministers;

6.3.12. Carry out other function as may be prescribed by law, as long as such laws do not contradict the terms of this Agreement.

6.4. In the event that the post of the First Vice President falls vacant during the Transitional Period, for any reason, including mental infirmity or physical incapacity of the office holder, the replacement shall be nominated by the top leadership body of the South Sudan Armed Opposition as at the signing of this Agreement. Such a process of replacement shall not exceed forty eight (48) hours. The successor as the First Vice President shall serve in Office until the end of the Transition Period.

And in the event that the post of the First Vice President falls vacant during the Transitional Period, for any reason, including mental infirmity or physical

incapacity of the office holder, the replacement shall be nominated by the unified ruling Party. Such a process of nomination shall not exceed forty eight (48) hours. The successor as the First Vice President shall serve in Office until the end of the Transitional Period.

6.5. In the event of temporary absence of the First Vice President, the First Vice President may delegate a senior South Sudan Armed Opposition Minister to carry out functions and duties as stipulated in this Agreement.

7. Vice President of the Republic of South Sudan

7.1. The incumbent Vice President of the Republic of South Sudan shall serve as Vice President for the Transitional Period.

7.2. The Powers, Functions and Responsibilities of the Vice President shall be to:

7.2.1. Oversee the work of the National Commissions and Parastatals;

7.2.2. Serve as a member of the NSC and the NDC;

7.2.3. Serve as Acting Commander in Chief of the NDFSS in the event of any temporary absence of the President before the unification of the two forces;

7.2.4. Perform any other function or duty that may be assigned by the President, including the chairing of ad hoc subcommittees of the Council of Ministers, as long as such assigned functions or duties do not conflict with the powers, functions and responsibilities of the First Vice President.

7.3. In the event that the post of Vice President falls vacant during the Transition Period, for any reason, including mental infirmity or physical incapacity of the office holder, the President shall appoint a replacement, as per the terms of the TCRSS (amended 2015). Such a process of replacement shall not exceed forty eight (48) hours. The appointment of a replacement Vice President shall be endorsed by the Transitional National Legislative Assembly (TNLA).

8. Powers, Functions and Responsibilities to be exercised by the President, the First Vice-President and the Vice-President through consultation and mutual agreement

The TGoNU is founded on the premise that there shall be collegial decision-making and continuous consultation between the President, the First Vice President and the Vice President, in order to ensure effective governance during the Transitional Period.

8.1. Powers exercised by the President in consultation with the First Vice President in order to reach at mutual understanding and agreement in accordance with this Agreement and the law:

8.1.1. The nomination and appointment of Constitutional office holders including state governors;

8.1.2. Commissioning, appointment, promotion, retirement and dismissal of officers of the NDFSS and other organized forces with the approval of the National Defence Council (NDC) or National Security Council (NSC), as appropriate;

8.1.3. The nomination and appointment of the members of independent Commissions, interim and ad hoc Commissions and Committees;

8.2. The following powers, functions and responsibilities shall be initiated by the President, in accordance with the TCRSS (amended 2015), and shall require the agreement of the First Vice President and the Vice President:

8.2.1. Declaration and termination of state of emergency;

8.2.2. Declaration of war;

8.3. The following powers, functions and responsibilities may be initiated by either the President or the First Vice President, and shall require the agreement of the other:

8.3.1. Initiation of Constitutional amendments, except as provided for in Chapter I, Article 13 of this Agreement;

8.3.2. Convening, summoning and/or adjourning the Transitional National Assembly for ordinary sessions, in consultation with the Speaker of the Transitional National Assembly;

8.3.3. Initiation of legislation.

9. Decision Making and Consultation Procedures in the Executive of the TgoNU

9.1. The President and the First Vice President:

9.1.1 The President and the First Vice President shall seek to reach agreement on matters of Executive Administration and where appropriate involve the Vice President.

9.1.2. The President and the First Vice President shall consult regularly in the exercise of their functions. Consultations may be made through different means but all shall be officially recorded in writing, to preclude misunderstanding and any conflict. The President and the First Vice President may include the Vice President in such consultations when the President and the First Vice President agree to do so.

9.1.3. In the event of a deadlock in the exercise of joint Executive powers listed below, the matter shall be decided by the Council of Ministers, which shall require the agreement of two-thirds of the members of the Council of Ministers (67 per cent), with a quorum of at least twenty-three (23) of the Members of the Council of Ministers present. The decision of the Council of Ministers shall be final:

9.1.3.1 In the appointment of Constitutional office holders, including State Governors;

9.1.3.2 In the appointment and establishment of independent Commissions, interim and ad hoc Commissions and committees as indicated in Chapter 1, Article 8.1.3;

9.1.3.3 The initiation of legislation necessary to implement this Agreement.

10. Council of Ministers

10.1. The power-sharing formula that shall apply to the Council of Ministers and any other institution reconstituted by this Agreement shall be as follows, unless otherwise specified in this Agreement:

10.1.1 GRSS: fifty three (53) per cent of Ministerial portfolios (16 Ministers);

10.1.2 South Sudan Armed Opposition: thirty three (33) per cent of Ministerial portfolios (10 Ministers);

10.1.3 Former Detainees: seven (7) per cent of Ministerial portfolios (2 Ministers);

10.1.4 Other Political Parties: seven (7) per cent of Ministerial portfolios (2 Ministers);

10.2. The Council of Ministers shall comprise thirty (30) Ministries, organised in three (3) Sectoral clusters. No other Ministries shall be created during the Transitional Period. The Ministries of the TGoNU shall be as follows:

10.2.1. Governance Cluster, ten (10) Ministries: Cabinet Affairs; Foreign Affairs and International Cooperation; Defence and Veterans' Affairs; Interior; Justice and Constitutional Affairs; National Security; Parliamentary Affairs; Information, Communication Technology and Postal Services; Ministry of Federal Affairs; Minister in the Office of the President;

10.2.2. Economic Cluster, thirteen (13) Ministries: Finance and Planning; Petroleum; Mining; Agriculture and Food Security; Livestock and Fisheries; Trade and Industry; Energy and Dams; Transport; Roads and Bridges; Environment and Forestry; Land, Housing and Urban Development; Water Resources and Irrigation, Wildlife Conservation and Tourism.

10.2.3. Service Delivery Cluster, seven (7) Ministries: Higher Education, Science and Technology; General Education and Instruction; Health; Labour, Public Service and Human Resource Development; Gender, Child and Social Welfare; Culture, Youth, and Sports; Humanitarian Affairs and Disaster Management.

10.3. The Council of Ministers shall carryout the following duties and responsibilities:

10.3.1. Ensure the implementation of this Agreement, relevant programs and processes, and national reforms, and lead the TGoNU in a manner consistent with peace, inclusive governance, and reconciliation;

10.3.2. Prepare, initiate and implement legislation;

10.3.3. Develop Government policies and programs at the national level, and where applicable to sub-national levels;

10.3.4. Manage and allocate resources to support the implementation of these policies and programs, within the framework of the approved national budget of the TGoNU;

10.3.5. Supervise and co-ordinate the functioning of Government departments and administration, and ensure that State organs have sufficient financial and other resources and operational capacity to carry out their functions;

10.3.6. Perform any other function or duty as may be prescribed by the TCRSS, this agreement and the law.

10.4. The Council of Ministers shall take decisions by consensus.

10.4.1. In the absence of consensus, on procedural and routine matters, decisions shall require a simple majority of the members of the Council of Ministers present.

10.4.2. In the absence of consensus, on substantive matters, decisions shall require the agreement of two thirds (67 per cent) of the members of the Council of Ministers present.

10.4.3. Twenty-three (23) members of the Council shall make the quorum of the Council of Ministers.

10.5. Deputy Ministers:

10.5.1. There shall be eight (8) Deputy Ministers who shall assist their respective Ministers in the performance of the Ministers' functions and duties and shall act in the Ministers' absence. No other Deputy Ministers shall be appointed during the Transition Period.

10.5.2. Deputy Ministers shall be appointed as follows:

10.5.2.1. Governance Cluster: Deputy Minister of Foreign Affairs and International Cooperation; Deputy Minister of Defence and Veterans' Affairs; Deputy Minister of Interior; Deputy Minister of Justice and Constitutional Affairs; Deputy Minister of Information, Communication Technology and Postal Services

10.5.2.2. Economic Cluster: Deputy Minister of Finance and Planning; Deputy Minister of Agriculture and Food Security

10.5.2.3. Service Deliver Cluster: Deputy Minister of Labour; Public Service and Human Resource Development;

10.5. Selection of Ministries and Appointment Procedure for Ministers and Deputy Ministers:

10.5.1. Upon signing this Agreement, each Party to this Agreement shall nominate TGoNU Ministerial portfolios on a rotational basis according to the following procedure:

10.5.1.1. The GRSS shall nominate the first TGoNU Ministerial portfolio, from any of the Ministerial sectoral clusters, as described in Chapter I, Article 10.2 sub-Articles (10.2.1), (10.2.2) and (10.2.3) of this Agreement;

10.5.1.2. The South Sudan Armed Opposition shall nominate the second TGoNU Ministerial portfolio, from any of the Ministerial sectoral clusters, as described in Chapter I, Article 10.2.sub-Articles (10.2.1), (10.2.2), and (10.2.3) of this Agreement;

10.5.1.3. The Former Detainees shall nominate the third TGoNU Ministerial portfolio, from any of the Ministerial sectoral clusters, as described in Chapter I, Article 10.2. sub-Articles (10.2.1), (10.2.2), and (10.2.3) of this Agreement;

10.5.1.4. The Other Political Parties shall nominate the fourth TGoNU Ministerial portfolio, from any of the Ministerial sectoral clusters, as described in Chapter I, Article 10.2. sub-Articles (10.2.1), (10.2.2), and (10.2.3) of this Agreement;

10.5.1.5. The GRSS shall nominate the fifth TGoNU Ministerial portfolio, by selecting a Ministerial portfolio from a different Ministerial sectoral cluster to that of its choice of first Ministerial portfolio;

10.5.1.6. The South Sudan Armed Opposition shall nominate the sixth TGoNU Ministerial portfolio, from a different Ministerial sectoral cluster to that of its choice of first Ministerial portfolio;

10.5.1.7. The Former Detainees shall nominate the seventh TGoNU Ministerial portfolio, from a different Ministerial sectoral cluster to that of its choice of first Ministerial portfolio;

10.5.1.8. The Other Political Parties shall nominate the eighth TGoNU Ministerial portfolio, from a different Ministerial sectoral cluster to that of its choice of first Ministerial portfolio.

10.5.1.9. Subsequent nominations of Ministerial portfolios by the GRSS and South Sudan Armed Opposition shall continue, on the same rotational basis, and continuing to alternate between the three (3) Ministerial sectoral clusters, until these Parties have their full allocation of TGoNU Ministerial portfolios, in accordance with the power-sharing formula provided in Chapter I, Article 10.1. sub-Articles (10.1.1) and (10.1.2) of this Agreement, and the selection of TGoNU Ministerial portfolios is complete;

10.5.2. In accordance with the TCRSS provisions providing for the participation of women in the Executive (25 per cent), the GRSS shall nominate no fewer than four (4) women to the Council of Ministers, and the South Sudan Armed Opposition shall nominate no fewer than three (3) women to the Council of Ministers. Parties shall give due consideration to national diversity, including regional representation, in appointing their nominees.

10.5.3. The nominees to the Council of Ministers shall be sworn in by the President.

10.5.4. Deputy Ministers shall be appointed by the Party holding the respective Ministry. In accordance with the TCRSS provisions on the participation of women in the executive, no fewer than two (2) of the Deputy Ministers shall be women.

10.5.5. The nominated Deputy Ministers shall be sworn in by the President.

10.6. Replacement and Removal Procedures:

10.6.1. Each Party may remove its representatives in the Council of Ministers and nominate replacements by notifying the President and the First Vice President, with at least fourteen (14) days' notice;

10.6.2. In the event that a Ministerial post falls vacant during the Transition Period, the replacement shall be nominated by the top leadership body of the party that first selected that Ministerial portfolio, as appointed at the

commencement of the Transition. The replacement Minister shall serve in office until the end of the Transition Period;

10.6.3. In the event that a Deputy Ministerial post falls vacant during the Transition Period, the replacement shall be nominated by the top leadership body of the party that first nominated that ministerial portfolio, as appointed at the commencement of the Transition, or their duly chosen replacements as Ministers. The replacement Deputy Minister shall serve in office until the end of the Transition Period.

11. The Transitional National Legislative Assembly and the Council of States

11.1. Effective no later than ninety (90) days from the signing of this Agreement, the National Legislative Assembly shall be expanded for the duration of the Transitional Period. The expanded Assembly shall be known as the Transitional National Legislative Assembly (TNLA), comprising of four hundred (400) members, including the prior three hundred and thirty two (332) members and an additional sixty-eight (68) representatives appointed according to the following criteria:

a. South Sudan Armed Opposition: fifty (50) members;

b. Former Detainees: one (1) member;

c. Other Political Parties: seventeen (17) members;

11.2. Members of the National Legislative Assembly and the Council of States unseated from the National Legislative Assembly or the Council of States following the crisis in the Republic of South Sudan on 15 December 2013, shall be reinstated to their seats, and shall continue to serve for the duration of the term of the Assembly or the Council of States, respectively during the Transitional Period;

11.3. The duration and term of the TNLA shall run concurrently with that of the TGoNU, as per the terms of this Agreement, until such time as Elections are held, with the current term and mandate of the incumbent members of the National Assembly extended as per Chapter I, Article 1.4. of this Agreement;

11.4. The selection of the Speaker of the TNLA, who hails from Equatoria, shall be conducted once the expansion of the membership of the Assembly is complete;

11.5. The functions and mandate of the TNLA shall remain as stipulated in the Transitional Constitution of the Republic of South Sudan, 2011 as amended in 2015, unless otherwise specified by the terms of this Agreement;

11.6. The TNLA shall, in the conduct of its business, support this Agreement and enact legislation that enables and assists the transitional processes and reforms described in this Agreement;

11.7. Decisions in the TNLA on matters pertaining to this Agreement shall be by consensus and in lieu of that, shall be by two thirds (2/3) majority of all the members;

11.8. Decisions in the TNLA on other matters not related to this Agreement shall be by consensus and in lieu of that by simple majority;

11.9. The composition, functions and mandate of the Council of States shall continue as constituted under the TCRSS 2011, for the duration of the Transitional Period, until such time as Elections are held.

12. The Judiciary

12.1. The Judiciary of South Sudan shall be independent and subscribe to the principle of separation of powers and the supremacy of the rule of law, in accordance with the TCRSS, 2011.

12.2. There shall be reforms of the judiciary that shall include but not be limited to the review of the Judiciary Act during the Transition. Notwithstanding, efforts shall be made to build the capacity of the judicial, personnel, and infrastructure.

13. Pre-Transitional Period and National Constitutional Amendment Committee (NCAC)

13.1. Upon signing this Agreement, the IGAD-led Mediation in consultation with the Parties and other stakeholders shall initiate the formation of a representative National Constitutional Amendment Committee (NCAC), with the mandate to complete the tasks necessary to prepare for the Transition Period and form the TGoNU. The mandate of NCAC shall also extend up to a maximum of twelve (12) months into the Transition Period to draft new or revise, as appropriate, other legislations provided in this Agreement. The Committee shall have competent legal capacity to perform the following tasks:

13.1.1. To draft a Constitutional Amendment Bill within twenty one (21) days upon signing this Agreement. The Bill shall incorporate this Agreement into the Transitional Constitution of the Republic of South Sudan of 2011 (TCRSS). In the event of any contradictions, the provision of this Agreement shall prevail;

13.1.2. Drafting of Amendments to relevant national security legislations that relate to this Agreement (including, but not limited to the SPLA Act, 2009; National Security Act, 2014; The Police Service Act, 2009; The Prison Service Act, 2011; The Wildlife Service Act, 2011), in order to conform relevant national legislation to the provisions of this Agreement. The NCAC shall complete the drafting of these Amendments within forty five (45) days from the date of signature of this Agreement;

13.1.3. Amendments to other legislations and incorporating any reforms relevant to this Agreement shall be completed within the first (1st) year of the date of signature of this Agreement;

13.1.4. To receive the list of nominees of the respective Parties indicated in Chapter I, Article 11.1. of this Agreement, relating to the appointment of additional members to the Transitional National Legislative Assembly (TNLA). The list shall be submitted to the President who shall forward it to the National Legislative Assembly.

13.2. The NCAC shall be composed of eight (8) members nominated as follows and chaired by a representative of IGAD:

13.2.1. GRSS: two (2);

13.2.2. South Sudan Armed Opposition: two (2);

13.2.3. Former Detainees: one (1);

13.2.4. Other Political Parties: one (1);

13.2.5. Representative of IGAD: two (2);

13.3. Upon its establishment, the NCAC shall recruit its own secretariat.

13.4. The Minister of Justice of the Government of the Republic of South Sudan (GRSS) shall receive the draft Amendments to the TCRSS and other legislation relevant to this Agreement prepared by the NCAC and shall present those Amendments to the Council of Ministers and the Transitional National Assembly, within seven (7) days of receiving the Amendments from the NCAC;

13.5. The Transitional National Assembly shall ratify the Amendments to the TCRSS within thirty (30) days upon receipt from the Minister of Justice;

13.6. The President shall assent to the Amendments no later than the end of the Pre-Transition (within 90 days of the signing of this Agreement). The Amended Constitution shall be known as the Transitional Constitution of South Sudan, TCRSS (amended 2015);

13.7. Institutions and mechanisms that are necessary for the establishment of the TGoNU provided in this Agreement shall be established or reconstituted during the Pre-Transition Period taking into consideration inclusivity and national diversity of the people of South Sudan.

14. Transitional Institutions and Mechanisms

14.1. During the Transitional Period, the following existing Commissions and Institutions shall be reconstituted at the national level, as provided for in this Agreement. Within the first (1st) month of the TGoNU, the Executive shall supervise and facilitate the reforms and reconstitutions of the Commissions and Institutions paying particular attention to the mandate and appointments, to ensure their independence and accountability:

14.1.1. Anti-Corruption Commission (ACC);

14.1.2. Public Grievances Chamber (PGC);

14.1.3. Fiscal, Financial Allocation and Monitoring Commission (FFAMC);

14.1.4. National Audit Chamber (AC);

14.1.5. Relief and Rehabilitation Commission (RRC);

14.1.6. Peace Commission (PC);

14.1.7. National Bureau of Statistics (NBS);

14.1.8. Human Rights Commission (HRC);

14.1.9. Judicial Service Commission (JSC);

14.1.10. Civil Service Commission (CSC);

14.1.11. Land Commission (LC);

14.1.12. Electricity Corporation (EC);

14.1.13. Refugees Commission (RC);

14.1.14. South Sudan Broadcasting Corporation (SSBC);

14.1.15. National Petroleum and Gas Commission (NPGC);

14.1.16. National Bureau of Standards (NBS);

14.1.17. Urban Water Corporation (UWC);

14.1.18. Roads Authority.

15. Structure and Composition of State Governments

15.1. Not later than one month of the commencement of the Transitional Period, Transitional Governors of Jonglei, Unity and Upper Nile states shall be appointed for the duration of the Transition. For two of the Governors position in Upper Nile and Unity States, the South Sudan Armed Opposition shall nominate the candidates which the President shall appoint respectively. The GRSS will nominate the Governor of Jonglei State.

15.2. The State Council of Ministers in the States of Jonglei, Unity, and Upper Nile shall be reconstituted and appointed at the beginning of the Transition, and not later than a month, as per the following power sharing ratios:

15.2.1. GRSS: forty-six (46) per cent;

15.2.2. South Sudan Armed Opposition: forty (40) per cent;

15.2.3. Former Detainees: seven (7) per cent;

15.2.4. Other Political Parties: seven (7) per cent.

15.3. In the remaining seven states the GRSS will have eighty five (85) per cent of the Executive while the South Sudan Armed Opposition will have a representation of fifteen (15) per cent in the Executive of the respective states.

15.4. In the event that a State Ministerial post falls vacant during the Transitional Period, the replacement State Minister shall be nominated by the top leadership body of the party that first selected that State Ministerial portfolio, as appointed at the commencement of the Transition. The replacement State Minister shall serve in office until the end of the Transition Period;

15.5. The State Legislative Assemblies (SLA) in Jonglei, Unity, and Upper Nile shall return to their membership prior to the political crisis of 15 December 2013, and continue to serve as Transitional State Legislative Assemblies (TSLA) until such time as Elections are held. Members of the SLA dismissed from their respective assemblies following the crisis on 15 December 2013 shall be reinstated.

16. National Elections

16.1. The National Constitutional Amendment Committee (NCAC) shall review the Political Parties Act, 2012, and ensure that the Act complies with international best practices for the free and democratic registration of Political Parties in South Sudan, no later than six (6) months after the signing of this Agreement and present

to the Assembly for adoption. The Act shall permit the open registration of Parties until the twelve (12) months prior to National Elections.

16.2. The Executive of the TGoNU shall reconstitute the Political Parties Council not later than two (2) months after amendment of the Political Parties Act, and no later than eight (8) months following the signature of this Agreement.

16.3. The National Elections Act, 2012 shall be amended to conform with the terms of this Agreement, no later than six (6) months following the signature of this Agreement.

16.4. No later than seven (7) months following the signature of this Agreement, the President, with the agreement of the First Vice President, and in consultation with the Parties to this Agreement and with the approval of the TNLA, shall reconstitute a competent and impartial National Elections Commission (NEC), to conduct Elections.

16.5. The National Election Commission (NEC) shall organize Elections for President, the National Assembly, State Governors and State Assemblies sixty (60) days prior to the end of the Transition Period and shall ensure that the outcome is broadly reflective of the will of the electorate.

16.6. The TGoNU, from its inception, shall address challenges of repatriation, resettlement, rehabilitation and reconstruction of IDPs and returnees as critical factors affecting peace-building and Elections.

16.7. The reconstituted NEC, shall, upon its formation, request the assistance of the United Nations and the African Union in the following areas but not limited to:

16.7.1. Establishment of subsidiary electoral management bodies at state level;

16.7.2. Establishment of procedures for the voter registry and targeted voter registration;

16.7.3. Procurement of electoral material;

16.7.4. Capacity building;

16.7.5. Polling and Elections security arrangements;

16.7.6. Tallying and counting;

16.7.7. Announcement of election results;

16.7.8. Complaints procedures;

16.7.9. Support to civic education and voter outreach;

16.8. The NEC may also request additional technical assistance from any other regional or international partners, as it deems necessary.

16.9. Notwithstanding Article 2, Sub Article (2.1.12) of this Chapter, the requirement to conduct a national census in advance of these Elections, in order to determine the number of Electoral Constituencies, or for any other purpose related to these Elections, shall be waived and the necessary Constitutional and Legislative amendments to that effect made by the NCAC, as provided for in Chapter I, Article 13, sub-Article (13.4) of this Agreement. National and State Legislative

Assembly Elections shall employ the geographic constituencies as defined in the 2010 Elections.

16.10. The voter register shall be published no later than six (6) months prior to the holding of Elections; existing registration data drawn from the National Elections of 2010 and the South Sudan independence referendum of 2011 shall serve as the basis for updating the register;

16.11. Competent and impartial local, regional and international observers shall be invited and accredited by the NEC to monitor the conduct of the entirety of the Electoral process in accordance with the provisions of the amended National Elections Act.

16.12. Any dispute regarding the propriety of the conduct and results of Presidential and Gubernatorial Elections shall be referred to the Supreme Court for determination. The decision of the Court shall be final and binding. Disputes for other legislative officers shall be handled by other designated competent courts.

Chapter II

Permanent Ceasefire and Transitional Security Arrangements

1. Permanent Ceasefire

1.1. The GRSS and South Sudan Armed Opposition (hereinafter in known as the warring parties) shall declare a Permanent Ceasefire, which shall enter into force in seventy two (72) hours upon the signing of this Agreement to ensure sustainable peace, and facilitate the operationalization of the Transition Security Arrangement and the resettlement and repatriation of returnees and Internally Displaced Persons (IDPs).

1.2. The warring parties shall disseminate the provisions of this Agreement to all forces under their command or influence, and allies, to ensure compliance immediately upon signing.

1.3. The Permanent Ceasefire shall apply to all forces of the warring parties, armed groups, and all other forces or militias allied to either Party, and shall be based on the Cessation of Hostilities (COH) Agreement of 23rd January 2014, and its implementation modalities matrix.

1.4. Within seventy two (72) hours of the signing of this Agreement, the Parties shall embark on a series of Permanent Ceasefire Arrangements including cessation of hostilities, disengagement, separation and withdrawal of forces including allies of both parties (forces, militias) in the theatre of operations on the basis of the 23rd January 2014 CoH Agreement, and report compliance to Monitoring and Verification Mechanism (MVM).

1.5. The warring parties agree to a complete withdrawal of all state security actors allied to either Party in conflict within forty five (45) days upon signing of this Agreement from the territory of the Republic of South Sudan with the exception of Western Equatoria State, based on agreements entered into by the Government of the Republic of South Sudan prior to the onset of the 15th December 2013 crisis.

1.6. The warring parties agree that all non-state security actors including, but not limited to Sudanese Revolutionary Forces (SPLM-North, JEM, SLA-Minawi, SLA-Abdulwahid) shall be disarmed, demobilized and repatriated by the state actors with whom they have been supporting within the Pre-Transitional Period.

1.7. The warring parties shall refrain from prohibited actions outlined in the Cessation of Hostilities Agreement of 23rd January 2014, which inter-alia include but are not limited to:

1.7.1. Actions that may impede or delay the provision of humanitarian assistance, or protection to civilians, and restrict free movement of people;

1.7.2. Acts and forms of sexual and gender-based violence, including sexual exploitation and harassment;

1.7.3. Recruitment and/or use of child soldiers by armed forces or militias in contravention of international conventions;

1.7.4. Offensive, provocative or retaliatory actions such as dissemination of hostile propaganda, unauthorized recruitment, mobilization, redeployment and

movement of forces and any other activities that may jeopardize this Agreement;

1.7.5. Acts of hostility, intimidation, violence or attacks against the civilian population including IDPs and returnees as well as UNMISS personnel, installations or equipment, international humanitarian agencies including the UN agencies, International Organizations and Non-Governmental Organizations including their personnel, installations or equipment, IGAD MVM or its successor institution; Ceasefire and Transitional Security Arrangements Monitoring Mechanism (CTSAMM).

1.8. The warring parties agree to a Permanent Ceasefire and Transitional Security Arrangements (PCTSA) workshop convened by the Mediation, which should be completed within 14 days of the signing of this Agreement. Those nominated by the parties for the workshop shall among others:

1.8.1. Declare the disposition of forces down to battalion level;

1.8.2. Establish demilitarized areas;

1.8.3. Withdrawal routes and;

1.8.4. Cantonment/Assembly areas;

1.8.5. Determine the size of forces to provide security in Juba, Bor, Malakal, Bentiu, and other areas, in accordance with the provisions detailed in Section 5: *Transitional Security Arrangements*.

1.8.6. Ratify Implementation Matrix and Ceasefire Master Map;

1.9. The nominated attendees of the PCTSA workshop shall subsequently be involved in the monitoring of the PCTSA.

1.10. The warring parties shall undertake to ensure the immediate and unconditional release of all Prisoners of War (POWs), all those detained in connection with the conflict, and child soldiers who are under their command or influence upon the signing of this Agreement through the International Committee of Red Cross (ICRC) and UNICEF.

2. Separation, Assembly and Cantonment

2.1. The warring parties agree to the separation, assembly and cantonment of their forces previously in combat within thirty (30) days of the signing of this Agreement to enable personnel, weapons and equipment accountability, screening, re-organization and/or disarmament and demobilization. Forces in cantonment shall receive non-military logistical supply including food, shelter and access to medical care.

2.2. The warring parties agree that the forces that shall be cantoned shall be those forces previously in combat in Juba, Jonglei, Unity, and Upper Nile States, and any other forces related to the conflict in other areas that are declared by the warring Parties during the Permanent Ceasefire Arrangements workshop.

2.3. The selection criteria for assembly/cantonment sites is agreed as:

2.3.1 Ease of protection;

2.3.2 Accessible by both road and air;

2.3.3 Away from the civilian population;

2.3.4 Availability of water;

2.3.5 Situated far from borders with neighbouring countries, and with the capacity to accommodate the troops to be cantoned.

2.4. Within ninety (90) days of the signing of this Agreement, the following activities shall be conducted in the assembly/cantonment sites by the (MVM, AU, UNMISS, Parties):

2.4.1 Registration of all personnel;

2.4.2 Initial screening of the underage, elderly, wounded, sick and disabled;

2.4.3 Registration of weapons, munitions and other equipment;

2.4.4 Secure storage of weapons and munitions;

2.4.5 Administrative movements (supply/replenishment of non-lethal items);

2.4.6 Medical treatment and evacuation;

2.4.7 Humanitarian activities such as facilitating/assisting safe and free movement of people, goods and services;

2.4.8 Activities such as opening of roads, rehabilitation of bridges, passages, and demining;

2.4.9 Confidence-building measures (orientation);

2.4.10 Disarmament, Demobilization and Reintegration (DDR) activities.

2.5 Forces ineligible for cantonment must remain in barracks specifically designated by the Parties in conflict, but are permitted to conduct local and national security and/or logistic operations as agreed by the TGoNU.

2.6 A complete declaration of personnel and equipment of forces not in cantonment will be provided to the SDSR Board no later than ninety (90) days after signing this Agreement, in order to facilitate the security sector reform and transformation process.

3. National Architecture for Permanent Ceasefire and Unification of Forces

3.1 Within thirty (30) days of signing this Agreement, there shall be established a mechanism referred to as Temporary National Architecture for the Implementation of Permanent Ceasefire (TNAIPC) (as per Appendix 1: Ceasefire Institutions) in order to oversee and coordinate the actions of all security forces in assembly, cantonment and barracks; operationalize the Permanent Ceasefire Arrangements; and oversee the process of unification of the National Defence Forces of South Sudan (NDFSS) and other security forces. The architecture shall be composed of the following compartments:

3.2 Strategic Level led by the respective Commanders in Chief of the warring parties.

3.3 Joint Military Ceasefire Commission (JMCC) staffed with four Deputy Chiefs of General Staff, two each from the warring parties. It shall be responsible for

oversight and coordination of forces in cantonment and barracks. It shall report to the Commanders in Chief of the respective warring parties.

3.4 Area Joint Military Ceasefire Committee (AJMCC) and Joint Military Ceasefire Team (JMCT), located in areas determined by the JMCC.

4. Ceasefire and Transitional Security Arrangements Monitoring Mechanism (CTSAMM)

4.1 Upon entry into force of the Permanent Ceasefire, the existing IGAD MVM shall transition to become the Ceasefire and Transitional Security Arrangements Monitoring Mechanism (CTSAMM), responsible for reporting on the progress of the implementation of the Permanent Ceasefire and Transitional Security Arrangements (PCTSA). (See Appendix II Diagram: Ceasefire Institutions Diagram).

4.2 The CTSAMM shall be responsible for monitoring compliance and reporting directly to the Joint Monitoring and Evaluation Commission (JMEC) on the progress of the implementation of the PCTSA and shall last for the duration of the Transitional Period.

4.3 The CTSAMM shall be chaired by a representative of IGAD and its membership shall comprise of the representatives of:

4.3.1 Three each from the warring parties;

4.3.2 Former Detainees: one (1);

4.3.3 Other Political Parties: one (1);

4.3.4 Women's bloc: one (1);

4.3.5 CSOs: one (1)

4.3.6 Youth: one (1);

4.3.7 Eminent personalities: one (1)

4.3.8 IGAD: three (3);

4.3.9 AU: one (1);

4.3.10 China: one (1);

4.3.11 Troika (United States, United Kingdom, Norway): one (1);

4.3.12 UNMISS: one (1);

4.3.13 IPF: one (1);

4.2.14 EU: one (1);

5. Transitional Security Arrangements

5.1 All military forces within Juba shall be redeployed outside a radius of 25 km from the centre of the national capital beginning thirty (30) days after the signing of this Agreement and complete after ninety (90) days. The demarcation of the area shall be agreed during the PCTSA workshop. Exceptions to this provision are as follows:

5.1.1 Presidential Guards

5.1.2 Guard forces to protect military barracks, bases and warehouses

5.1.3 Joint Integrated Police

5.2 Joint Integrated Police shall also be deployed in Bor, Malakal, Bentiu and any other locations, with a focus on areas where Protection of Civilians (POC) sites are located.

5.3 The size, composition and deployment of forces permitted to remain in Juba, Bor, Malakal, Bentiu, and other areas, shall be determined during the PCTSA Workshop.

5.4 Security for personal protection may be sourced from external forces if the Parties require it, but shall operate alongside, and cooperate with, the security forces of South Sudan.

5.5 Avoidance of conflict between the activities conducted by the security forces permitted to remain in Juba shall be conducted at a Joint Operations Centre (JOC), staffed by representatives from the national security forces and CTSAMM.

6. Strategic Defence and Security Review (SDSR)

6.1 There shall be a holistic Strategic Defence and Security Review (SDSR) during the Pre-Transition Period of this Agreement through the formation of a multi-stakeholder Strategic Defence and Security Review (SDSR) Board comprising:

6.1.1 Four each from the warring parties (4);

6.1.2 Former Detainees: two (2);

6.1.3 Political Parties (Opposition): two (2);

6.1.4 Faith-Based Leaders: one (1);

6.1.5 National Assembly (Opposition): one (1);

6.1.6 National Assembly (Independent): one (1);

6.1.7 Eminent Personalities: one (1);

6.1.8 Academia: one (1);

6.1.9 Women's bloc: one (1);

6.1.10 Youth: one (1);

6.1.11 CSOs: one (1)

6.2 The Board may draw a team of local and international experts to provide organized experts' opinion and best practises on the subject. The Board shall report to TGoNU and JMEC.

6.3 The SDSR shall undertake a comprehensive assessment of the requirements of NDFSS within one hundred and twenty (120) days from the signing of this Agreement to inform the formulation of the country's Defence and Security policies that shall subsequently lead to the overall Security Sector Transformation (SST) process, including the future command, function, size, composition and budget of South Sudan's national army and security forces, and DDR requirements.

6.4 The Board shall examine within one hundred and fifty (150) days of this Agreement, the military and non-military security challenges that affects the Republic of South Sudan (internally and externally), clarify the responsibilities of different bodies and agencies in responding to these security challenges including the management and oversight of the security sector; identify the mission, vision, specific role of the national army, and outline the programme and doctrine for its unification and modernization.

6.5 The SDSR Board shall provide the Roadmap for the Security Sector Transformation (SST), which outlines the details for the unification of the army, and security forces, Disarmament, Demobilization and Re-integration and the Security Sector Reform process. The Roadmap shall contribute to the amendment of Defence and Security-related legislations such as, National Security Services, NDFSS, and Police Service Acts. The list of areas for reform identified by the Parties in this Agreement shall include but not limited to: Defence, Police, Prison Service, Wildlife Service, Fire Service, National Security Service, Private Security Organizations and any other institutions that play a role in managing and overseeing the design and implementation, such as Ministries, Parliament, Human Rights Commission and Civil Society Organizations, the De-Mining Authority, Disarmament, Demobilization and Reintegration Commission, War Disabled, Widows and Orphans Commission, War Veterans Commission, Bureau for Community Security and Small Arms Control.

6.6 The SDSR process shall be comprehensive, inclusive, and transparent and underpinned by the principles and strategies of national interests in promoting and defending the sovereignty and dignity of the country and its people. The SDSR shall be conducted in four (4) Stages:

Stage 1 (complete after one hundred twenty (120) days):

a. Firstly, a strategic security assessment that examines the military and non-military security challenges that affects the Republic of South Sudan currently and in the future, including an analysis of all state, state-aligned and non-state, or other independent security actors and armed groups (drawing on the information provided by forces in cantonment);

b. Secondly, a security policy framework, clarifying the responsibilities of different bodies and agencies in responding to these security challenges, including the management and oversight of the security sector;

c. Thirdly, a revised defence policy, identifying the specific role and missions of the national army and outlining a vision for its unification and modernization.

Stage 2 (complete after one hundred and fifty (150) days);

a. An analysis of the operational capabilities that NDFSS/security forces shall require to meet the challenges identified in Stage 1, and the supporting systems and structures that are needed to ensure effective utilization of these capabilities;

b. The key output should be range of strategic models, specifying the level of human resources, equipment, and training needed to develop the military to respond to defence and security priorities, and the associated financial implications.

Stage 3 (executive approval after one hundred and eighty (180) days):

a. The findings of Stage 2 are submitted to the political leadership for evaluation;

b. Their task is to decide which model, or combination of models, best meets the needs of the nation, along with the level of expenditure required;

c. The findings of the review should then be published in a white paper on Defence and Security and a Security Sector Transformation (SST) Roadmap, approved firstly by the Council of Ministers and then by the Transitional National Legislative Assembly.

Stage 4 (implementation): The SST Roadmap provides the details for the unification of the army and security forces:

a. DDR and the SSR process;

b. The SST Roadmap provides details that will contribute to the amendment of defence and security related legislation such as, National Security Services, NDFSS, and Police Service Acts;

c. In addition, the Minsters of Defence and Veterans' Affairs, National Security, and Interior produce annual plans to turn the Republic of South Sudan's vision of defence and security into practical, costed programmes;

d. The TGoNU shall, through the SST roadmap, and within eighteen (18) months including the Pre-Transitional Period focus on the re-unification and training of the NDFSS/security forces.

7. Unification of Forces

7.1 Upon signing of this Agreement the Parties shall establish the shared Unified Command of the NDFSS immediately and its complete unification shall be completed within eighteen (18) months. The process of unification shall be overseen and monitored by the National Architecture described in Section 3.

7.3 The Disarmament, Demobilization and Re-Integration of special needs cases shall be undertaken in parallel with the re-unification processes while the full process of DDR for ineligible candidates or residual forces as defined by the result of SDSR shall be conducted after the re-unification is completed.

7.4 In coordination with UN and other structures and institutions established by law and this Agreement, military and security forces shall prepare for Elections-related security tasks, in addition to routine responsibilities at least six (6) months before the end of the Transitional period.

Chapter III
Humanitarian Assistance and Reconstruction

1. Agreed Principles for Humanitarian Assistance and Reconstruction

1.1. During the Pre-Transitional Period, the GRSS and the South Sudan Armed Opposition shall create an enabling political, administrative, operational and legal environment for the delivery of humanitarian assistance and protection. In addition to the Permanent Ceasefire obligations described in Chapter II, the GRSS, the South Sudan Armed Opposition shall ensure:

1.1.1. Secure access to civilian populations in need of emergency humanitarian assistance and protection;

1.1.2. The right of refugees and Internally Displaced Persons (IDPs) to return in safety and dignity and to be afforded physical, legal and psychological protection;

1.1.3. The rights of returnees shall be respected in accordance with the Bill of Rights as provided for in the Transitional Constitution (TCRSS). Given that, efforts shall be made to assist in the re-unification of family members who were separated during the conflict;

1.1.4. The right of refugees and IDPs to citizenship and the establishment of mechanisms for registration and appropriate identification and/or documentation of affected populations including their children, spouses, property, land and other possessions which might have been lost during the conflict;

1.1.5. Exercise of the right of refugees and IDPs to return to their places of origin and/or live in areas of their choice in safety and dignity;

1.2. During the Transition, the TGoNU shall:

1.2.1. Institute programs for relief, protection, repatriation, resettlement, reintegration and rehabilitation of Internally Displaced Persons (IDPs) and returnees, in coordination with the United Nations and other relief and humanitarian agencies;

1.2.2. Offer special consideration to conflict-affected persons (children, orphans, women, widows, war wounded, etc.), in the provision of public service delivery, including access to health and education services and grant the host communities the same benefit, protection and humanitarian services;

1.2.3. Fast track procedures and institutions for the import and customs clearance of relief materials;

1.2.4. Fast track procedures and institutions for the granting and renewal of visas required by international personnel participating in the humanitarian relief effort;

1.2.5. Review the draft Non-Governmental Organizations Bill, 2013 and submit the legislation to a process of public consultation, to ensure that such legislation complies with international best practice in regulating the activities of non-governmental organizations in South Sudan.

2. Special Reconstruction Fund (SRF)

2.1. The TGoNU, in collaboration and support of international partners and friends of South Sudan, shall establish a Special Fund for Reconstruction (SRF) within the first (one) month of the Transition, to be administered by the Board of Special Reconstruction Fund (BSRF), comprising of membership drawn from the TGoNU and international partners of South Sudan.

2.2. The BSRF shall be composed of twenty three (23) members, to be nominated as follows:

2.2.1. TGoNU: three (3), (one each from the Ministry of Finance and Planning, the Ministry of Health, the Ministry of General Education and Instruction);

2.2.2. Equatoria and Bahr El-Ghazal two representatives each, and Jonglei, Unity, Upper Nile: three (3), one (1) representative per State;

2.2.3. Other Political Parties: one (1) representative;

2.2.4. Civil Society Representative: one (1) representative;

2.2.5. IGAD: one (1) representative;

2.2.6. Troika (Norway, United Kingdom, United States): three (3) — one representative from each;

2.2.7. People's Republic of China: one (1) representative;

2.2.8. African Union: one (1) representative;

2.2.9. United Nations (UN): one (1) representative;

2.2.10. European Union: one (1) representative;

2.2.11. The World Bank: one (1) representative;

2.2.12. IGAD Partners Forum: one (1) representative;

2.2.13. African Development Bank: one (1) representative.

2.3. The BSRF shall be chaired by an international member of the BSRF and deputised by the Ministry of Finance and Planning.

2.4. The international members of the BSRF shall select the Chair. The BSRF shall define its working modalities and Terms of Reference to allow for efficient planning and disbursement of its responsibilities. The Board shall be assisted by a team of local and international experts whose recruitment shall be determined by the Board.

2.5. The BSRF shall, in coordination with the relevant National Ministries, the State and Local Governments, lead in assessing and determining the priorities for reconstruction of infrastructure in conflict-affected States and areas.

2.6. The BSRF shall prepare a programme and detailed action plan for the reconstruction of conflict-affected States and other areas to guide the work of the SRF. The said program shall include but will not be limited to the provision of assistance and protection to IDPs, returnees and families affected by the conflict, and shall be completed within six (6) months of the signature of this Agreement.

2.7. The TGoNU shall provide the SRF with initial funding of not less than one hundred million dollars (US $100 million) per annum for the Transition Period, and

shall cooperate with international donors in the administration of pledges to the Fund. The Fund shall compliment other initiatives by the TGoNU.

2.8. A report on the income, expenditure and the projects supported by the Fund shall be placed by the Board before the National Assembly and the Council of States which shall exercise oversight over the Fund.

Chapter IV
Resource, Economic and Financial Management

1. General Principles

1.1 Political Leaders shall ensure that the TGoNU is transparent and accountable, with legal, institutional, policies and procedures fully functional for sustainable development.

1.2 Political Leaders shall establish effective leadership and commitment in the fight against corruption. Any leader found to have condoned or engaged in corrupt practices shall be held accountable and barred from holding public office in accordance to this Agreement and the law.

1.3 The TGoNU shall develop a code of ethics and integrity for public officials emphasizing the values of honesty and integrity. In addition, it shall expand the curriculum in the educational system to promote the values of honesty, integrity and respect for public property.

1.4 The TGoNU shall establish a high level, competent and effective oversight mechanism that controls revenues collection, budgeting, revenue allocation and expenditure. The oversight mechanism may solicit technical and advisory resources on economic governance from the regional and international community. The mechanism shall be guided by principles of mutual consent in accountability.

1.5 The wealth of South Sudan shall be shared equitably so as to enable each level of government to discharge its reconstruction, development, legal and constitutional obligations, duties and responsibilities.

1.6 Revenue sharing shall reflect a commitment to devolution of powers and resources, and the decentralization of decision-making in regard to development, service delivery and governance.

1.7 The TGoNU shall undertake immediate and medium-term Economic and Financial Management reform programme.

2. Institutional Reforms

2.1 Bank of South Sudan (BoSS):

2.1.1 The TGoNU shall, within three (3) months of the beginning of the Transition, review legislation governing the Bank of South Sudan (BoSS) with a view to restructure and enable it to render efficient and effective service. This restructuring shall include, but not limited to, the leadership, composition, powers, functions and operations.

2.1.2 The nomenclature of the Bank of South Sudan (BoSS) shall be decided upon the promulgation of the new Constitution.

2.1.3 The Bank of South Sudan shall:

2.1.3.1 be independent in its statutory and supervisory functions;

2.1.3.2 be responsible for formulating monetary policy, promoting price stability, issuing currency, regulating the financial sector, and performing other functions conferred upon by the law;

2.1.3.3 be headed by a competent and appropriately qualified Governor;

2.1.3.4 adopt comprehensive reforms to improve its supervisory and regulatory functions and prudential regulatory roles;

2.1.3.5 have a board of nine (9) members appointed by the President in consultation and agreement with the First Vice President;

2.1.4 Within four (4) months upon the commencement of the Transitional Period, the President shall appoint the Governor of the Bank of South Sudan in consultation and agreement with the First Vice President.

2.2 Ministry of Finance and Planning

2.2.1 The Ministry of Finance and Planning shall:

2.2.1.1 develop, within nine (9) months of the signing of this Agreement, a Strategic Economic Development Roadmap (national development plan of three to five (3-5) years to accelerate progress in achieving a sustainable and resilient national economy in collaboration and coordination with an inter-ministerial departments and, where appropriate, with development partners;

2.2.1.2 ensure that all public financial and budgetary commitments entered into by the TGoNU are transparent, competitive and in accordance with the laws of the country and internationally accepted norms and practices for the management of public finances;

2.2.1.3 ensure sustainability of public finances across all levels of Government through rigorous adherence to national laws and international standards (including PFMA Act, 2011);

2.2.1.4 ensure that the National Budget and the budget at each level of Government addresses national priorities, and the reality on the ground without negatively affecting the macroeconomic stability;

2.2.1.5 within nine (9) months of the Transition, review the Constituency Development Fund (CDF) program in accordance with this Agreement;

2.2.1.6 increase partnership, coordination and mutual accountability with development and humanitarian partners to ensure policies, strategies, programs and projects, and action plans are developed through participatory and transparent mutual consent and accountability;

2.2.1.7 monitor and evaluate issues of importance including review of the New Deal Compact in coordination with development and humanitarian partners;

2.2.1.8 ensure that developments partners and recipients of any development assistance, provide timely and comprehensive data on aid flows to the States, sectors and institutions of South Sudan.

2.3 Anti-Corruption Commission

2.3.1 In order to fight corruption, the TGoNU shall:

2.3.1.1 review within five (5) months of the Transition, the Anti-Corruption Commission Act 2009 with the aim of enabling the Commission to effectively perform its functions of protecting public property, investigating and prosecuting cases of corruption, combating administrative malpractices in public institutions, and promoting ethical standards;

2.3.1.2 protect the independence of the Anti-Corruption Commission and empower it from political interference with corruption cases whether at the investigation stage or at the commencement of trial before courts of law;

2.3.1.3 harmonize the role of the Anti-Corruption Commission with the Ministry of Justice/Director of Public Prosecution and the Police, in the fight against corruption;

2.3.1.4 strengthen legal and institutional frameworks of the Anti-Corruption Commission and ensure their enforcement;

2.3.1.5 involve media, civil society, women's organizations, youth and faith leaders in policy advocacy against corruption and raising public awareness to strengthen capacity of the public to resist and prevent corruption;

2.3.1.6 accede to regional and international conventions on fighting corruption particularly to the African Convention on Preventing and Combating Corruption (AUCPC) and the UN Convention Against Corruption (UNCAC), and coordinate with their respective implementation mechanisms and other institutions to recover and return misappropriated funds and assets.

2.3.2 Within two months of the Transitional period, the President shall in consultation and agreement with the First Vice President nominate the head of the Anti-Corruption Commission and pass his or her nomination to the TNA for approval.

2.4 National Audit Chamber

2.4.1 The TGoNU shall, within three (3) months of the Transitional Period, review the National Audit Chamber Act 2011 and guarantee its independence;

2.4.2 The Chamber shall be independent and carry out its functions without political interference;

2.4.3 The revised Chamber Act shall provide for the qualifications of a National Auditor-General, which shall among others, include wide-ranging knowledge of public finance and extensive experience in auditing or public finance management.

2.4.4 Within four (4) months of the Transitional Period, the President shall in consultation and agreement with the First Vice President, nominate a National Auditor-General and secure the approval of the Council of Ministers and the TNLA.

2.5 New Institutions

2.5.1. Without prejudice to other provisions of this Agreement, the TGoNU shall establish the following new institutions immediately upon the commencement of the transitional period:

2.5.1.1. National Revenue Authority;

2.5.1.2. Public Procurement and Asset Disposal Authority;

2.5.1.3. Salaries and Remuneration Commission;

2.5.1.4. Environmental Management Authority (EMA);

2.5.1.5. Research and Development Centres: Natural Disasters, Strategic studies and Scientific Research.

3. Review of National Legislation

3.1. The TGoNU shall review all national legislations in accordance with the provisions of this Agreement. These shall include but will not be limited to the:

3.1.1. Investment Promotion Act, 2009;

3.1.2. Banking Act, 2010;

3.1.3. Telecommunications Act, 2010;

3.1.4. The Transport Act, 2008;

3.1.5. The National Audit Chambers Act 2011;

3.1.6. Anti-Corruption Commission Act 2009,

3.1.7. Public Finance Management and Accountability Act 2011;

3.1.8. Petroleum Act 2012; and

3.1.9. The Mining Act 2012;

3.1.10. Petroleum Revenue Management Act 2012;

3.1.11. National Content Bill 2013.

4. Resource Management

4.1 Oil/Petroleum

4.1.1 The TGoNU, through the Ministries of Petroleum and Finance and Economic Planning, shall implement the provisions of the Petroleum Revenue Management Act (PRMA), 2012, within three (3) months of the Transition Period.

4.1.2 The TGoNU through the Minister of Finance and Economic Planning, the Minister of Petroleum, and the Governor of the Bank of South Sudan (BoSS), shall mandate the closure of any petroleum revenue accounts other than those approved by law within three (3) months of the start of the Transition.

4.1.3 Within six (6) months of the Transition All loans and contracts collateralized or guaranteed against oil shall be identified, checked and recorded for the purposes of transparency and accountability.

4.1.4 Current employment in the oil sector shall be reviewed given that employment in this sector has not been based on merit and competence, but largely on ethnic, political and regional considerations.

4.1.5 Review, vet and take corrective measures against all contracts awarded to service companies operating in the oil fields. Any companies found to be non-performing shall have their contracts terminated and new contracts awarded through an open public tender process by the Ministry of Petroleum in accordance with guidelines set by law.

4.1.6 Priority in contracting Service Companies shall be given to nationals of South Sudan. The companies awarded such contracts shall ensure that local communities are given priority in employment.

4.1.7 Oil marketing system including future sales shall be open, transparent and competitive; and any fraudulent dealings shall be checked and severely punished.

4.1.8 Awards of oil concessions shall be conducted in accordance with the provisions of the revised Petroleum legislation. The National Petroleum and Gas Commission shall play a key role in processing oil contracts.

The framework for sharing wealth from the extraction of natural resources should balance the needs of service delivery and reconstruction of the producing States.

4.1.9 All oil revenue including surface rentals, training fees, bonuses, etc., shall be remitted to the oil account in BoSS and withdrawals shall be in accordance with the law and procedures of the Ministry of Finance and Economic Planning.

4.1.10 The oil revenue funds including the Oil Stabilization Account (OSA) and Future Generations' Fund (FGF) must be prudently managed in accordance with the applicable legislation, in particular the revised Petroleum Act and the revised Public Finance Management and Accountability Act.

4.1.11 Communities in whose areas development of subterranean natural resources occur have the right to participate through their respective States in decision making and negotiation of contracts for the exploration, development, production and use of those resources.

4.1.12 Persons enjoying rights to land are entitled to compensation on equitable terms arising from acquisition or development of land for the extraction of subterranean natural resources from the area in which they have rights.

4.1.13 Without prejudice to the foregoing paragraphs, the TGoNU shall:

4.1.13.1 ensure transparent management of the oil industry and efficient and equitable distribution of oil wealth for the welfare of the people and sustainable development of the country in strict adherence to provisions of the revised Petroleum Act, 2012 and the revised Mining Act, 2012;

4.1.13.2 criminalize depositing or diverting any petroleum revenue into any account other than the Petroleum Revenue Account at the BoSS, including concession cancellation penalties for non-compliance by concessionaires;

4.1.13.3 empower the appropriate levels of government to develop, including policies on national/local content, and manage in consultation with the relevant communities, the various stages of oil production within the overall framework for the management of petroleum development;

4.1.13.4 ensure strict adherence to provisions of the revised Petroleum Act, 2012, and the Mining Act, 2012;

4.1.13.5 carry out, within six months of the Transition Period, an urgent audit of the Petroleum Sector and empower the National Petroleum and Gas Commission to oversee negotiations with oil companies as well as the award of concessions and licenses;

4.1.13.6 review the Petroleum Act, 2012 to broaden the mandate and composition of the National Petroleum and Gas Commission;

4.1.13.7 expedite the operationalization of the FGF and Oil Revenue Stabilization Account that shall manage oil price volatility;

4.1.13.8 ensure Records of Payments made to the oil producing states shall be regularly published by the Ministry of Finance and Economic Planning for public scrutiny and accountability;

4.1.13.9 review and audit the previous allocation and transfer of the 2 per cent and 3 per cent made to oil producing States since 2011;

4.1.13.10 review and audit all oil revenues due to the National Government and their allocation in the budget since 2011;

4.1.13.11 expedite the process of joining the Extractive Industries Transparency Initiative (EITI) to enhance accountability in the management of the petroleum and mining industry;

4.1.13.12 consult persons and communities enjoying rights to land and their views shall duly be taken into account regarding decisions to develop subterranean natural resources from the area in which they have rights, and shall also share in the benefits of the development;

4.1.13.13 develop national competence and capacity (training of engineers and others) to enable it to derive maximum benefit from its oil resources. In this regard, there shall be a competent and enterprising National Oil Company as well as distribution outlets;

4.1.13.14 review and transform the national oil company — Nile Petroleum Corporation (NPC) — and the National Petroleum and Gas Commission (NPGC) and empower them to exercise their responsibilities as stated in the Amended Constitution and law;

4.1.13.15 ensure efficient production and environmentally friendly extraction of natural resources, development of oil producing

areas, capacity building and local content strategy, fairness in employment in the medium and long-term indigenization of the workforce;

4.1.13.16 honour all international commitments including agreements with the Republic of Sudan on oil/petroleum agreements in accordance with the law.

4.2 Land

4.2.1 The TGoNU shall expedite the following measures relating to the land policy and administration:

4.2.1.1 Within twelve (12) months of the Transitional Period, initiate an in-depth national debate to review the current national land policy and the Land Act, 2008, in order to achieve consensus over land tenure, use, management and address issues of land grabbing, other malpractices involving land, carry out necessary reforms, undertake mapping, and to maximize economic utilization of land in South Sudan;

4.2.1.2 Within eighteen (18) months of the Transitional Period, establish an independent Registry of Lands at all levels of government for issuance of title deeds;

4.2.1.3 Empower the Land Commissions at different levels of Government to develop and interpret legislation regarding land issues and to reflect customary laws and practices, local heritage and institutional trends;

4.2.1.4 Assist in the mediation of conflicts arising from land.

4.3 The Nile and Other Water Resources

TGoNU shall develop a comprehensive policy for the use and management of South Sudan's water bodies, including but not limited to river Nile;

4.4 Agriculture, Livestock, Fisheries, Wildlife and Tourism

The TGoNU shall initiate policies, strategies and programs for the management and development of Agriculture, Livestock, Wildlife, Tourism and Fisheries.

5. Environmental Protection

5.1. The TGoNU shall develop comprehensive policies and legal and institutional frameworks for the preservation, conservation and sustainable use of the environment.

6. Public Finance and Economic Management

6.1 Revenue Collection:

6.1.1 The TGoNU shall establish effective, transparent and accountable management of oil and non-oil revenues;

6.1.2 The TGoNU shall ensure that all revenues due to the government derived from petroleum and other natural resources are collected centrally in to a

"single treasury account", and that those revenues are managed and spent responsibly and in accordance with the laws of South Sudan using predictable, auditable processes for the benefit of the people;

6.1.3 The national, state and local governments are empowered by their respective constitutions and laws to collect revenue and establish institutions for that purpose;

6.1.4 TGoNU shall establish a National Revenue Authority (NRA) within six (6) months of the commencement of the transitional period;

6.1.5 The NRA shall ensure that all revenues are remitted to a "single treasury account", and expenditures are conducted in accordance with the law and budget;

6.1.6 The mandate of the NRA shall be the assessment, collection, administration and enforcement of laws relating to taxation and revenues;

6.1.7 All revenue collected for or by the National Revenue Authority shall be pooled and administered by the National Revenue Authority in a "single treasury account". Such funds shall include all sub-accounts into which monies due to the National Government are collected, reported, deposited and audited.

6.2 Wealth Sharing and Revenue Allocation

6.2.1 The revenue collected by the National Government shall be allocated to the different levels of government;

6.2.2 TGoNU shall within two months upon the signing of this Agreement, review and reinvigorate the independent Fiscal and Financial Allocation Monitoring Commission (FFAMC), which shall comprise experts nominated by the States and National Government to ensure transparency in regard to the allocation of nationally collected funds to the States and Counties;

6.2.3 FFAMC regulations and procedures shall be adopted at State and County levels;

6.2.4 In line with the agreement on the devolution of more power and resources to the States and Counties, wealth sharing and revenue allocation shall be worked out by TGoNU within three (3) months of the commencement of the Transitional Period;

6.2.5 The proportion of the natural resource wealth of South Sudan shared with the States and counties shall be increased and that the terms of the increment and formulae to be applied shall be determined in the permanent constitution;

6.2.6 The TGoNU shall not withhold an allocation due to a State or Local Government in South Sudan. Any level of Government may initiate proceedings in the courts of law should any other organ or level withhold its duly authorized funds.

6.3 Public Expenditure

6.3.1 TGoNU shall within three (3) months of the commencement of the transitional period:

6.3.1.1 Establish effective public procurement and payroll systems, granting of public concessions, public borrowing and debt management in compliance with the law;

6.3.1.2 Carry out an effective payroll cleansing exercise under public service reform;

6.3.1.3 Adopt strict measures to control borrowing and to ensure that all borrowing is in accordance with the law;

6.3.1.4 Review the implementation of Public Financial Management and Accountability Act, 2011;

6.3.1.5 Assess and determine the level of public debt and ascertain the correctness in procedures used;

6.3.1.6 Adopt strict macroeconomic coordination between the fiscal and monetary arms of the economy and by the Ministry of Finance and Economic Planning, and the Bank of South Sudan;

6.3.1.7 Strictly enforce financial discipline in budgetary planning, constructing and executing;

6.3.1.8 Establish a mechanism for safeguarding public assets.

6.4 Borrowing

6.4.1 TNLA shall by legislation prescribe the terms on which the TGoNU and the States may borrow and impose reporting requirements;

6.4.2 The TGoNU and the States shall report financial and fiscal data to the relevant National Government bodies for statistical purposes;

6.4.3 A State government may borrow with the approval of the State Governments' Assembly and in consultation with the National Government in accordance with the law;

6.4.4 Any borrowing shall be negotiated through the National Ministry of Finance and Economic Planning and the BSS, and the BSS shall then guarantee such loans;

6.4.5 Borrowing by any level of government shall be done in a manner that does not undermine national macroeconomic policies and shall be consistent with the objectives of maintaining external financial viability and debt sustainability.

6.5 Public Finance Management

6.5.1 The TGoNU shall ensure that government finances are managed responsibly and that budget execution is enforced in accordance with the law;

6.5.2 The TGoNU shall ensure all its transactions are transparent and subject to auditing and oversight to promote accountability;

6.5.3 The TGoNU shall ensure that debts, arrears and prepayments will be audited, fully accounted for, responsibly managed and controlled. New debt and payables will be issued and undertaken in an open, transparent and responsible fashion and shall be contracted strictly in accordance with the law;

6.5.4 The Ministry of Finance and Economic Panning shall identify all loans and contracts collateralized or guaranteed with oil, checked, and made publicly available for the purposes of transparency and accountability;

6.5.5 The National Audit-Chamber shall audit and report on all public funds and financial dealings to relevant intuitions generally and in particular to the Transitional National Assembly or to a State Assembly;

6.5.6 The TNLA shall receive pending reports of the Audit Chamber within six (6) months of the start of the Transition Period. Subsequent reports shall be received in accordance with the law;

6.5.7 After receiving an audit report, the Transitional National Legislative Assembly and or the State Legislative Assembly shall immediately debate and consider the report and take appropriate action;

6.5.8 All revenues, expenditures, deficits, and debts of the TGoNU shall be accounted for and the information shall be made accessible to the public. An annual report which details the TGoNU financial activities shall be required by the Transitional National Legislative Assembly;

6.5.9 The TGoNU shall define and adhere to clear lines of authority, public disclosure requirements, and reporting channels amongst the Ministry of Finance and Economic Planning, the Ministry of Petroleum, the Ministry of Mining and Bank of South Sudan, the line Ministries, and Transitional National Assembly in accordance with the law;

6.5.10 The TGoNU shall reform South Sudan's existing economic and public sector financial management institutions, to ensure that public financial management of oil and non-oil revenues, the exchange rate, budgetary processes, procurement, management of payroll, public concessions, borrowing, debt and regulatory agencies is effective, transparent and accountable, free from corruption, compliant with international best practices and South Sudan law, and that resources are properly allocated and used for the benefit of the people of South Sudan.

7. Enterprise Development Fund

7.1. The TGONU shall:

7.1.1. identify local, national, sectoral or private sector associations with the view to improving their productivity/efficiency through capacity enhancement and easing access to financing;

7.1.2. develop Micro, Small and Medium Enterprises (MSMEs) among rural populations and the urban poor, including but not limited to South Sudan farmers associations, dairy producers associations, poultry producers associations, national private companies in the areas of supply, general trade, construction, and others;

7.1.3. implement the recommendations of the Private Sector Development Strategy (PSDS) developed jointly between the South Sudan Business Forum and Ministry of Commerce and Trade;

7.1.4. establish a Youth Enterprise Development Fund with the goal to bring more youth into economic growth and development;

7.1.5. establish a Women Enterprise Development Fund for provision of subsidized credit for women-based enterprise development and capacity building of women entrepreneurs;

7.1.6. establish microfinance institutions;

7.1.7. promote social welfare development policy;

7.1.8. establish Social Security Fund;

7.1.9. shall provide subsidized credit and capacity building for vulnerable members of the society;

7.1.10. Coordinate enterprise related skills and technology transfer.

8. Economic and Financial Management Authority (EFMA)

8.1. The TGoNU shall, through legislation, establish an Economic and Financial Management Authority (EFMA), within four (4) months of the Transition, comprised of individuals selected on the basis of a set of criteria by the Board of EFMA as per the Legislation that establishes the Authority. The mandate of the Authority shall be to provide an effective oversight of economic and public financial management, and to ensure transparency and accountability particularly in the oil/petroleum sector, concessions and contract award, budgetary and public expenditure, revenue collection and other related matters.

8.2. EFMA shall be governed by a board to be known as Board of Economic and Financial Management Authority (BEFMA) comprising the President and the First Vice President of the TGoNU as Chair and Deputy Chair respectively, and Ministers of Finance and Planning, Petroleum, Mining, Roads and Bridges, Governor of the Bank of South Sudan (BoSS), National Revenue Authority, Chair of the Parliamentary Committee dealing with Public Accounts; representatives of Political Parties, South Sudan Chamber of Commerce, Industry and Agriculture (SSCCIA), Civil society, Women's bloc, Youth and Academia.

8.3. BEFMA shall appoint the Head of the Authority that shall be endorsed by the Transitional National Assembly (TNA). In the exercise of its statutory and oversight functions, the Authority shall be independent, and all public and private institutions shall fully cooperate with the Authority.

8.4. EFMA shall be supported by an Advisory Committee comprised of: the World Bank, International Monetary Fund, African Development Bank, Common Market for Eastern and Southern Africa (COMESA), PTA Bank, UN-Economic Commission for Africa, United Nations Development Program, and three (3) major donor representatives. The Advisory Committee shall select its own Chair, Deputy and sub-committee leaders.

8.5. The main tasks of the Advisory Committee, among others, shall include: advise the oversight Authority, build the capacity of EFMA, and assess and review the Authority's effectiveness in its oversight functions, identify gaps and recommend solutions. The Advisory Committee shall submit its regular report to the BEFMA, EFMA and JMEC. The Chairperson of the Advisory Committee and sub-committee leaders in the Committees shall participate in BEFMA and EFMA meetings as experts.

8.6. The Authority in collaboration and support of the Advisory Committee shall develop an efficient and effective oversight mechanism through institutional follow-up, support and review of implementation of public economic and financial programmes by line Ministries and other departments.

8.7 No later than six (6) months of the Transition BEFMA, EFMA, and its Secretariat, and the Advisory Committee shall be fully functional.

Chapter V

Transitional Justice, Accountability, Reconciliation and Healing

1. Agreed Principles for Transitional Justice

1.1. Upon inception, the TGoNU shall initiate legislation for the establishment of the following transitional justice institutions:

1.1.1 The Commission for Truth, Reconciliation and Healing (CTRH);

1.1.2 An independent hybrid judicial body, to be known as the Hybrid Court for South Sudan (HCSS);

1.1.3 Compensation and Reparation Authority (CRA);

1.2. The legislation referred to in Article 1.1. shall clearly define the mandate and jurisdiction of the three institutions including but not limited to their establishment and funding, actors, and defined processes for public participation in the selection of their respective members.

1.3. Following their establishment, the CTRH, HCSS and CRA shall independently promote the common objective of facilitating truth, reconciliation and healing, compensation and reparation in South Sudan.

1.4. The TGoNU shall fully support and facilitate the operations of the CTRH and cooperate with the HCSS.

1.5. The TGoNU commits to fully cooperate and seek the assistance of the African Union, the United Nations and the African Commission on Human and People's Rights to design, to implement and to facilitate the work of the agreed transitional justice mechanisms provided for in this Agreement.

2. Commission for Truth, Reconciliation and Healing (CTRH)

2.1. Establishment of the Commission for Truth, Reconciliation and Healing (CTRH):

2.1.1 The TGoNU shall establish the CTRH as a critical part of the peace building process in South Sudan, to spearhead efforts to address the legacy of conflicts, promote peace, national reconciliation and healing.

2.1.2 The CTRH shall be established by legislation, which shall be promulgated not later than six (6) months after the formation of the TGoNU and commence its activities not later than a month thereafter. Such legislation shall, among others, outline mechanisms and methods for enabling the CTRH to discharge its duties and responsibilities.

2.1.3 The Ministry of Justice and Constitutional Affairs of the TGoNU, in collaboration with other stakeholders and the civil society, shall conduct public consultations for a period not less than one (1) month prior to the establishment of the CTRH, to inform the design of the legislation referred to in Chapter IV, Article (1.1). This notwithstanding, such consultations shall ensure that the experiences of women, men, girls and boys are sufficiently documented and the findings of such consultations incorporated in the resultant legislation.

2.1.4 The existing Committee for National Healing, Peace and Reconciliation (CNHPR) and the National Platform for Peace and Reconciliation shall transfer all of their files, records and documentation to the CTRH within fifteen (15) days since CTRH has become operational.

2.1.5 The CTRH shall recommend processes and mechanisms for the full enjoyment by victims of the right to remedy, including by suggesting measures for reparations and compensation. In the determination of such remedial processes and mechanisms, the CTRH shall draw on existing traditional practices, processes, and mechanisms, where appropriate.

2.2. Mandate and Functions of the CTRH:

2.2.1. Without prejudice to the administration of and access to justice, the CTRH shall inquire into all aspects of human rights violations and abuses, breaches of the rule of law and excessive abuses of power, committed against all persons in South Sudan by State, non-State actors, and or their agents and allies. In particular, the CTRH shall inquire into the circumstances, surrounding the aforementioned and any other connected or incidental matters. Such inquiry shall investigate, document and report on the course and cause conflict and identify or review cut-off timeframes for the operations of the CTRH, as may be determined by legislation, this Agreement or both. In that regard, the CTRH shall recommend processes for the full enjoyment by victims of the right to remedy, including by suggesting measures for reparations and compensation.

2.2.2. Without prejudice to its Mandate, the Functions of the CTRH are to:

2.2.2.1. adopt, in the implementation of its mandate, best practices for promoting truth, reconciliation and healing from Africa and elsewhere;

2.2.2.2. establish an accurate and impartial historical record of human rights violations, breaches of the rule of law and excessive abuses of power, committed by State and non-state actors from the date of signing of this Agreement to July 2005;

2.2.2.3. receive applications from alleged victims, identify and determine their right to remedy;

2.2.2.4. identify perpetrators of violations and crimes proscribed in this agreement;

2.2.2.5. recommend guidelines, to be endorsed by the TNA, for determining the type and size of compensation and reparation for victims;

2.2.2.6. record the experiences of victims, including but not limited to women and girls;

2.2.2.7. investigate the causes of conflicts and their circumstances and make recommendations regarding possible ways of preventing recurrence;

2.2.2.8. develop detailed recommendations for legal and institutional reforms to ensure non-repetition of human rights abuses and violations, breaches of the rule of law and excessive use of power;

2.2.2.9. lead efforts to facilitate local and national reconciliation and healing;

2.2.2.10. where appropriate, supervise proceeding of traditional dispute resolution, reconciliation, and healing mechanisms. In this regard, and without prejudice to traditional justice mechanisms, develop standard operating procedures for the functioning of the latter, in accordance with the principles of natural justice;

2.2.2.11. establish a secretariat that shall function as the administrative arm of the Commission and prepare guidelines and procedures for its proper functioning.

2.2.3. The CTRH shall issue quarterly progress reports updating the TGoNU on its progress in meeting its objectives. The CTRH shall make sustained efforts to publicly and regularly inform and involve the people of South Sudan in all of its tasks and activities and be responsible for carrying out public education, awareness-raising and civic engagement activities to inform the public, in particular with youth and women, about the Commission's work, and solicit continuous feedback.

2.2.4. The CTRH shall issue a final, public report at the conclusion of its mandate three months before the end of the Transition that shall include the observations and findings of its documentation activities and its recommendations for peace, reconciliation and healing in South Sudan.

2.3. Personnel and Appointment Procedures:

2.3.1. Commissioners, investigators and staff of the CTRH shall be persons of high moral character, impartiality and integrity. They shall be independent in the performance of their functions and shall not accept or seek instructions from any third party.

2.3.2. The CTRH shall be composed of seven (7) Commissioners, four (4) of whom shall be South Sudanese nationals, including two (2) women. The remaining three (3) Commissioners shall be from other African countries, of whom at least one (1) shall be a woman. The CTRH shall be chaired by a South Sudanese national, deputised by a non-South Sudanese national.

2.3.3. The Executive of the TGoNU shall nominate the four Commissioners of South Sudanese nationality and present to the Transitional National Assembly solely on the basis of the selection of the TGoNU, AUC and United Nations for endorsement. Furthermore, the Executive of the TGoNU, in consultation with the Chairperson of the African Union Commission and the Secretary-General of the United Nations, shall nominate the three (3) from other African countries and present to the TNA for endorsement.

2.3.4. In order for the CTRH to execute its mandate, the Commission shall have the power to subpoena persons, documents and other materials deemed necessary for the purpose of discharging its responsibilities.

2.4. Rights of Victims and Witnesses

2.4.1. The CTRH shall implement measures to protect victims and witnesses, in particular, youth, women and children. Such protection measures shall

include, but shall not be limited to the conduct of in camera proceedings and the protection of the identity of a victim or witness.

3. Hybrid Court for South Sudan (HCSS)

3.1. Establishment of the Hybrid Court for South Sudan (HCSS):

3.1.1. There shall be established an independent hybrid judicial court, the Hybrid Court for South Sudan (HCSS). The Court shall be established by the African Union Commission to investigate and prosecute individuals bearing the responsibility for violations of international law and/or applicable South Sudanese law, committed from 15 December 2013 through the end of the Transitional Period.

3.1.2. The terms establishing the HCSS shall conform to the terms of this Agreement and the AUC shall provide broad guidelines relating to including the location of the HCSS, its infrastructure, funding mechanisms, enforcement mechanism, the applicable jurisprudence, number and composition of judges, privileges and immunities of Court personnel or any other related matters.

3.1.3. The Chairperson of the Commission of the AU shall decide the seat of the HCSS.

3.2. Jurisdiction Mandate and Supremacy:

3.2.1. The HCSS shall have jurisdiction with respect to the following crimes:

3.2.1.1 Genocide;

3.2.1.2 Crimes Against Humanity;

3.2.1.3 War Crimes

3.2.1.4 Other serious crimes under international law and relevant laws of the Republic of South Sudan including gender based crimes and sexual violence.

3.2.2. The HCSS shall be independent and distinct from the national judiciary in its operations, and shall carry out its own investigations: The HCSS shall have primacy over any national courts of RSS.

3.3. Personnel and Appointment Procedures:

3.3.1. Judges, prosecutors, investigators and defence counsel and the registrar of the HCSS shall be persons of high moral character, impartiality and integrity, and should demonstrate expertise in criminal law and international law, including international humanitarian and human rights law.

3.3.2. A majority of judges on all panels, whether trial or appellate, shall be composed of judges from African states other than the Republic of South Sudan. The judges of the HCSS shall elect a president of the court from amongst their members.

3.3.3. Prosecutors and defence counsels of the HCSS shall be composed of personnel from African states other than the Republic of South Sudan, notwithstanding the right of defendants to select their own defence counsel in addition to, or in place of, the duty personnel of the HCSS.

3.3.4. The registrar of the HCSS shall be appointed from African states other than the Republic of South Sudan.

3.3.5. Judges, prosecutors, defence counsel and the registrar shall be selected and appointed by the Chairperson of the African Union Commission. The same selection and appointment processes shall apply to South Sudanese judges and judges from other African states.

3.3.6. The prosecutors and defence counsel shall be assisted by such South Sudanese and African staff of other nationalities as may be required to perform the functions assigned to them effectively and efficiently.

3.4. Rights of Victims and Witnesses:

3.4.1 The HCSS shall implement measures to protect victims and witnesses in line with applicable international laws, standards and practices.

3.4.2 The rights of the accused shall be respected in accordance to applicable laws, standards and practices.

3.5. Criminal Responsibility, Convictions and Penalties:

3.5.1. A person who planned, instigated, ordered, committed, aided and abetted, conspired or participated in a joint criminal enterprise in the planning, preparation or execution of a crime referred to in Chapter V, Article 3.2.1. of this Agreement shall be individually responsible for the crime.

3.5.2. The HCSS may order the forfeiture of the property, proceeds and any assets acquired unlawfully or by criminal conduct, and their return to their rightful owner or to the state of South Sudan.

3.5.3. While all judgments of the court shall be consistent with the accepted International Human Rights Law, International Humanitarian Law and International Criminal Law, the HCSS shall also award appropriate remedies to victims, including but not limited to reparations and compensation.

3.5.4. The HCSS shall not be impeded or constrained by any statutes of limitations or the granting of pardons, immunities or amnesties.

3.5.5. No one shall be exempted from criminal responsibility on account of their official capacity as a government official, an elected official or claiming the defence of superior orders.

3.5.6. The HCSS shall leave a permanent legacy in the State of South Sudan Upon completion of its HCSS Mandate.

3.6. Use of Findings, Documentation and Evidence

3.6.1. In carrying out its investigations, the HCSS may use the report of the African Union Commission of Inquiry (COI) on South Sudan and draw on other existing documents, reports, and materials, including but not limited to those in the possession of the African Union, or any other entities and sources, for use as the Prosecutor deems necessary for his or her investigations and/or prosecution of those alleged to have committed serious human rights violations or abuses, war crimes, or crimes against humanity. Such documents, reports and materials shall be used in accordance with applicable international conventions, standards and practices.

4. Compensation and Reparation Authority (CRA)

4.1. The TGoNU, in recognition of the destructive impact of the Conflict to the citizens of South Sudan, shall establish within six (6) months of the signing of this Agreement a Compensation and Reparation Fund, CRF and Compensation and Reparation Authority, CRA to administer the CRF.

4.2. The CRA:

(a) Shall be run by an executive body to be chaired by an executive Director appointed by TGoNU.

(b) Shall be composed of an Executive body that shall include but not limited to:

i. The parties in TGoNU;

ii. Representatives of CSOs, Women's bloc, Faith-based leaders, Business Community and Traditional leaders;

(c) The criteria for the selection of the members of the Executive body and the Executive Director of the CRA shall be established by law.

(d) The CRA shall provide material and financial support to citizens whose property was destroyed by the conflict and help them to rebuild their livelihoods in accordance with a well-established criteria by the TGoNU.

(e) The CRA shall manage the Compensation and Reparation Fund, the utilization of which should be guided by a law enacted by the Parliament.

(f) The CRA shall receive applications of victims including natural and legal persons from CTRH, and make the necessary compensation and reparation as provided in Chapter V Article 2.2.2.5.

4.3. The TGoNU shall establish transparent mechanisms to control the proper use of these funds for the intended purpose.

5. Ineligibility for Participation in the TGoNU or Successor Governments

Individuals indicted or convicted by the HCSS shall not be eligible for participation in the TGoNU, or in its successor government(s) for a period of time determined by law, or, if already participating in the TGoNU, or in its successor government(s), they shall lose their position in government. If proven innocent, individuals indicted shall be entitled for compensation as shall be determined by law.

Chapter VI

Parameters of Permanent Constitution

1. The TGoNU shall initiate and oversee a Permanent Constitution-making Process, during the Transitional Period. The Permanent Constitution-making Process shall be based on the principles of:

1.1. Supremacy of the People of South Sudan;

1.2. Initiate a Federal and democratic system of government that reflects the character of South Sudan in its various institutions taken together, guarantees good governance, constitutionalism, rule of law, human rights, gender equity and affirmative action;

1.3. Guaranteeing peace and stability, national unity and territorial integrity of the Republic of South Sudan;

1.4. Promoting peoples participation in the governance of the country through democratic, free and fair Elections and the devolution of powers and resources to the states and counties;

1.5. Respecting ethnic and regional diversity and communal rights, including the right of communities to preserve their history, develop their language, promote their culture and expression of their identities;

1.6. Ensuring the provision of the basic needs of the people through the establishment of a framework for fair and equitable economic growth and access to national resources and services;

1.7. Promoting and facilitating regional and international cooperation with South Sudan;

1.8. Committing the people of South Sudan to peaceful resolution of national issues through dialogue, tolerance, accommodation and respect of others opinions.

2. The TNLA shall within the first six (6) months of Transitional Period enact a legislation to govern the constitutional making process.

3. The permanent constitution shall be completed not later than eighteen (18) months following the establishment of the Transitional Period and shall be in place to guide the Elections towards the end of the Transition.

4. The following phases of Constitution-making process shall be completed within eighteen (18) months of the Transition Period as per the timetable stipulated in the implementation mechanism process except for the transformation of the TNLA into a constituent assembly to adopt the new constitution which shall be defined by law.

5. The reconstituted National Constitution Review Commission (NCRC) shall be appointed by the Executive after adequate consultation with all key stakeholders including but not limited to the Political Parties, Civil Society Organizations and Faith-Based groups for their views to prepare a Draft Constitutional Text:

5.1. The Commission shall carry out wide consultation with the people and conduct civic education and prepare the Draft Constitutional Text;

5.2. The Commission shall present the Draft Constitutional Text to the Executive accompanied by a report;

5.3. The Draft Constitution Text presented by the Commission to the Executive shall be presented to a National Constitutional Conference (NCC) composed of elected representatives from all levels of administrations and registered institutions as shall be stipulated in the reviewed legislation governing the Constitution-making process;

5.4. The Constitutional Text adopted by the Constitutional Conference shall be presented by the Minister of Justice and Constitutional Affairs to a Constituent Assembly for deliberation and adoption;

5.5. The Parties agree that the Transitional National Legislature shall be transformed into a Constituent Assembly on the 1st date of the 27th month of the Transition for purposes of adopting the Permanent Constitution after which it shall be dissolved preceding the Elections.

6. In drafting the Permanent Constitution, lessons shall be drawn from South Sudan common law, constitutional history and experience, and this Agreement.

7. The process of permanent Constitution-making shall be led and owned by the people of South Sudan.

8. The TGoNU shall review the ongoing permanent Constitution-making process and reconstitute the National Constitutional Review Commission (NCRC). In order to ensure quality of participation and inclusiveness in the reformulated Constitution review process, the composition of the reconstituted NCRC shall include but not limited to representatives of the TGoNU, Political Parties, faith-based groups, women's bloc, youth, ethnic minorities, representatives of the private sector, CSO groups, academics and other professionals. The process of appointment shall be as defined in the reviewed and enacted legislation governing the constitution-making process.

9. The TGoNU shall provide in its budgetary provisions adequate funding for the Constitution making process.

10. The TGoNU shall seek the assistance of regional and international experts to benefit from the experience, expertise and best practices to assist in the Constitution-making process.

Chapter VII
Joint Monitoring and Evaluation Commission (JMEC)

1. Upon the signing of this Agreement, the IGAD-led Mediation shall initiate the establishment of a Joint Monitoring and Evaluation Commission (JMEC) within fifteen (15) days whose headquarters shall be in Juba.

2. The membership of the JMEC shall comprise representatives of the Parties to this Agreement, other South Sudanese stakeholders, and regional and international guarantors and partners of South Sudan, as follows:

2.1. The Parties to the Agreement, six (6) members:

- 2.1.1. GRSS — two (2) representatives,
- 2.1.2. South Sudan Armed Opposition — two (2) representatives,
- 2.1.3. Former Detainees — one (1) representative,
- 2.1.4. Other Political Parties of South Sudan — one (1) representative.

2.2. Other South Sudanese Stakeholders and Adherents, seven (7) members:

- 2.2.1 Faith-Based Leaders — two (2) representatives,
- 2.2.2 Women's bloc — one (1) representative,
- 2.2.3 CSO — one (1) representative,
- 2.2.4 Eminent personalities — one (1) representative,
- 2.2.5 Business groups — one (1) representative,
- 2.2.6 Youth — one (1) representative.

2.3. Regional Guarantors, eight (12) members:

- 2.3.1 Ethiopia, (Chair of IGAD) — one (1) representative,
- 2.3.2 Djibouti — one (1) representative,
- 2.3.3 Kenya, (Rapporteur of IGAD) — one (1) representative,
- 2.3.4 Somalia — one (1) representative,
- 2.3.5 Sudan — one (1) representative,
- 2.3.6 Uganda — one (1) representative,
- 2.3.7 The AU-HLAHC, five (5) each represented by one (1),
- 2.3.8 African Union Commission — one (1) representative.

2.4. International Partners and Friends of South Sudan, seven (7) members:

- 2.4.1 People's Republic of China — one (1) representative,
- 2.4.2 Norway — one (1) representative,
- 2.4.3 United Kingdom — one (1) representative,
- 2.4.4 United States — one (1) representative, United Nations — one (1) representative, European Union — one (1) representative,
- 2.4.5 IPF — one (1) representative.

2.5 JMEC shall be chaired by a prominent African personality appointed by the IGAD Assembly of Heads of State and Government in consultation with IGAD-PLUS Partners, and form Committees to facilitate its activities as deemed necessary. JMEC may select deputy Chairs in accordance with the number of the said Committees.

2.6 The terms of reference of JMEC shall be endorsed by the IGAD Assembly of Heads of State and Government.

2.7 An independent secretariat for JMEC shall be established and shall seek administrative international support.

3. The JMEC shall be responsible for monitoring and overseeing the implementation of the Agreement and the mandate and tasks of the TGoNU, including the adherence of the Parties to the agreed timelines and implementation schedule. In case of non-implementation of the mandate and tasks of the TGoNU, or other serious deficiencies, the JMEC shall recommend appropriate corrective action to the TGoNU.

4. The JMEC shall oversee the work of CTSAMM, the Monitoring and Verification Mechanism (and its successor mechanism, the Ceasefire and Transitional Security Monitoring Mechanism), the Economic and Financial Management Authority (EFMA), the Strategic Defence and Security Review Board (SDSRB), the National Elections Commission (NEC), and all other transitional institutions and mechanisms created by this Agreement and established as part of the TGoNU. The CTSAMM, EFMA, the SDSRB, the NEC, CTRH and other institutions and mechanisms created by this agreement shall present regular reports to JMEC for this purpose. Notwithstanding the foregoing, JMEC may request further reports from any transitional institutions and mechanisms, as it deems necessary.

5. The JMEC shall report regularly in writing to the TGoNU Council of Ministers, the Transitional National Assembly, the Chairperson of the IGAD Council of Ministers, the Chairperson of the African Union Commission, the Peace and Security Council (PSC) of the African Union and to the Secretary-General and Security Council of the United Nations on the status of implementation of this Agreement every three (3) months. Notwithstanding the foregoing, the Chairperson of JMEC may report and recommend for remedial actions on critical issues that may arise during the implementation of the Agreement to those bodies at any time.

6. Following the establishment of the TGoNU, within one month JEMC and TGoNU shall negotiate and define functions that the TGoNU may cede to JMEC to break deadlocks and ensure implementation.

7. JMEC shall hold regular meetings at least once every month and may convene extra-ordinary meetings as may be dictated by the situation.

8. Decisions of the JMEC shall be by consensus, failing of which a simple majority shall prevail.

9. The quorum of the JMEC shall be eighteen (18), of which at least 10 of the members shall be from South Sudan and the other 8 from regional and international group.

Chapter VIII

Supremacy of this Agreement and Procedures for Amendment of the Agreement

1. This Agreement shall, upon signature, be presented to and adopted within seven (7) days, by the National Legislature of the Republic of South Sudan and the National Liberation Council of the South Sudan Armed Opposition.

2. This Agreement shall be fully incorporated into the Transitional Constitution of South Sudan, 2011 (TCRSS) as per the procedures outlined in Chapter I, Article 4 of this Agreement. Notwithstanding this process of incorporation, in the event that the provisions of the TCRSS conflicts with the terms of this Agreement, the terms of this Agreement shall prevail.

3. This Agreement shall take precedence over any national legislation, and in the event that the provisions of a national legislation conflict with the terms of this Agreement, this Agreement shall prevail.

4. This Agreement may be amended by the Parties, with at least two-thirds of the members of the Council of Ministers, and, at least two-thirds of the voting members of the Joint Monitoring and Evaluation Commission as per Chapter VII, Article 8 of this Agreement, consenting to the amendment, followed by ratification by the Transitional National Legislature, according to the constitutional amendment procedures set out in the TCRSS, 2015.

Done in Addis Ababa, on This **17** of **August 2015**.

Signatures of Parties, other Stakeholders, Adherents, Guarantors and Witnesses to this Agreement

(I) THE PARTIES:

H.E. Salva Kiir Mayardit
President of the Republic of South Sudan,
Commander-in-Chief of the NDFSS

H.E. Dr. Riek Machar Teny
Chairman and Commander-in-Chief,
SPLM/SPLA-IO

Pagan Okech Amum
For the Former Detainees

For the Political Parties of South Sudan

(II) STAKEHOLDERS:

Alokiir Malual Aguer
Representative of Civil Society of
South Sudan

Bishop Enock Tombe Loro
For the Faith Based Leaders of South Sudan

Amer Manyok Deng
Representative of Women's Bloc of
South Sudan

Name
Representative of Eminent Personalities

(III) ADHERENTS:

Name
Organization

Name
Organization

Name
Organization

Name
Organization

Name
Organization

Name
Organization

Name
Organization

Name
Organization

Name
Organization

Name
Organization

Name
Organization

Name
Organization

(IV) THE GUARANTORS:

(A) IGAD Heads of State and Government

H.E. Hailemariam Dessalegn
Prime Minister of the
Federal Democratic Republic of Ethiopia
and Chair of IGAD

H.E. Yoweri Museveni
President of the Republic of Uganda

H.E. Omar Hassan al-Bashir
President of the Republic of Sudan

H.E. Ismaïl Omar Guelleh
President of the Republic of Djibouti

H.E. Hassan Sheikh Mahmud
President of the Federal Government of
Somalia

H.E. Uhuru Kenyatta
President of the Republic of Kenya
and Rapporteur of IGAD

(B) African Union-High Level Ad hoc Committee for South Sudan and African Union Commission

For the People's Democratic Republic of
Algeria

For the Republic of Chad

For the Federal Republic of Nigeria

For the Republic of Rwanda

For the Republic of South Africa

Chairperson of the AU Commission

(V) For the IGAD led Mediation

_____

Amb. Seyoum Mesfin

_____

Gen. Lazarus Sumbeiywo

_____

Amb. Gen. Mohamed Ahmed El-Dabi

(VI) International Partners as witnesses

_____

Representative of the People's Republic of China

_____

Representative of the Kingdom of Norway

_____

Representative of the United Kingdom

_____

Representative of the United States of America

_____

Representative of the United Nations

_____

Representative of the European Union

_____

Representative of the IGAD Partners Forum (IPF)

Appendix I

Transitional Government of National Unity of the Republic of South Sudan

No	*Reference*	*Activities*	*Responsible bodies*	*Timeframe*
	Chapter I	**Preparations for the Transition Period**		
1		Signing of this Agreement	Negotiating Parties, Stakeholders, Adherents, Guarantors and witnesses of this Agreement	17 August 2015
2	Article 13, 13(1)	Setting up of the National Constitution Amendment Committee (NCAC) to draft constitutional framework to incorporate this Agreement into TCRSS	IGAD, Parties, Stakeholders	Immediately upon signing of this Agreement
3	Article 13.1.1	Drafting of the Constitutional Amendment Bill to incorporate this Agreement into TCRSS	NCAC, Justice Minister	Within 21 days upon signing this Agreement
4	Article 13.1.1	Submission of the draft Bill to the Minister of Justice	NCAC	On the 22nd Day of signing this Agreement
5	Article 13.4	Minister for Justice submits the draft Bill to the Council of Ministers and Transitional National Legislative Assembly for adoption	Minister For Justice	Within 7 days after receiving it from NCAC
6	Article 13.5	Incorporation of this Agreement into the TCRSS and adoption of the Amended Transitional Constitution of the Republic of South Sudan TCRSS (amended 2015)	TNA	Within 30 days upon the receipt of the Amendments from the Ministry of Justice and Constitutional Affairs
7	Article 13.1.2	Drafting amendments to relevant national security legislations that relate to this Agreement	NCAC	Within 45 days of signing this Agreement

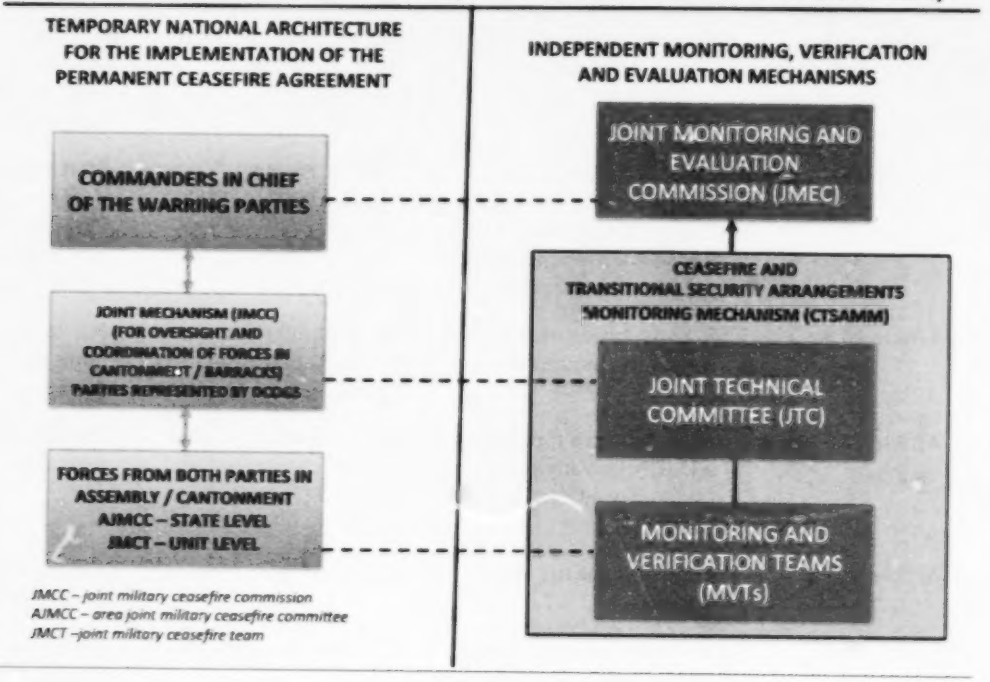
No.	*Reference*	*Activities*	*Responsible bodies*	*Timeframe*
8	Article 13.6	Signing into law of the Amended TCRSS	President of the RSS	No later than the end of the Pre-Transitional Period (within 90 days of signing of this Agreement)
9	Article 13.7	Establishment and reconstitution of institutions and mechanisms for the implementation of this Agreement	Parties, Stakeholders, IGAD, Partners	Within the Pre-Transitional Period (within 90 days of signing of this Agreement)
10	Article 11	Reinstatement of members of the National Assembly and Council of States and expansion of the Assembly to 400 members to be known as the Transitional National Legislative Assembly (TNLA)	National Legislative Assembly, President, and the Parties to this Agreement	Within the Pre-Transitional period
11	Article 11.4	Selection of the Speaker	TNLA	Once the expansion of the Transitional National Legislative Assembly is complete
12	Article 14	The Executive of TGoNU shall supervise and facilitate reforms in the reconstitutions of existing Commissions and institutions at national level	TGoNU-Executive	Within one month of the Transitional Period
13	Article 15	Appointment of Transitional Governors of Jonglei, Unity and Upper Nile States and appointment of the States' Council of Ministers and restoration of the State Legislative Assemblies	President, First VP, Former Detainees and other Political Parties	Within one month of the Transitional Period
14	Article 16.5, 16.8	National Elections	National Elections Commission. Support from Partners	60 days before the end of the Transitional Period

No	*Reference*	*Activities*	*Responsible bodies*	*Timeframe*
15	Article 16.1, 16.3	Amendments of the Political Parties Act 2012, National Elections Act 2012 and adoption by the TNLA	NCAC and TNA	Not later than six (6) months upon signing of this Agreement and adoption of the TCRSS (amended 2015)
16	Article 16.2	Reconstitution of Political Parties Council	TGoNU Executive; Political Parties	Not later than two months following amendment of the Political Parties Act
17	Article 16.6	Plan for Repatriation, Resettlement, Rehabilitation, and Reconstruction including programmes for relief	TGoNU; Partners	Start immediately during the pre- Transitional Period and throughout the Transition
18	Article 16.4	Reconstitution of National Elections Commission (NEC)	President, First Vice President, Parties to this Agreement and TNLA	Not later than 7 months upon the signing of this Agreement
19	Article 16.7, 16.8	NEC request support from AU, UN and any other regional or international partners	NEC, AU, UN and other regional or international partners	Immediately after its formation
20	Article 16.10	Publishing of the Voter Registry	NEC	Six months prior to the holding of the Elections
21	Article 16.11	Invitation of local, regional and international observers to monitor the Elections	NEC and Invited actors	According to the Elections timetable
22	Article 16.12	Addressing disputes arising from the Elections	Supreme Court	30 days after the announcement of the Elections results

Appendix II

Permanent ceasefire and transitional security arrangements (diagram)

APPENDIX 1: CEASEFIRE INSTITUTIONS (THE INSTITUTIONS THAT WILL OPERATIONALISE THE PERMANENT CEASEFIRE AGREEMENT AND THE ORGANISATIONS THAT WILL MONITOR IT)


TEMPORARY NATIONAL ARCHITECTURE FOR THE IMPLEMENTATION OF THE PERMANENT CEASEFIRE AGREEMENT
INDEPENDENT MONITORING, VERIFICATION AND EVALUATION MECHANISMS
COMMANDERS IN CHIEF OF THE WARRING PARTIES
JOINT MONITORING AND EVALUATION COMMISSION (JMEC)
JOINT MECHANISM (JMCC) (FOR OVERSIGHT AND COORDINATION OF FORCES IN CANTONMENT / BARRACKS) PARTIES REPRESENTED BY DCDGS
CEASEFIRE AND TRANSITIONAL SECURITY ARRANGEMENTS MONITORING MECHANISM (CTSAMM)
JOINT TECHNICAL COMMITTEE (JTC)
FORCES FROM BOTH PARTIES IN ASSEMBLY / CANTONMENT
AJMCC – STATE LEVEL
JMCT – UNIT LEVEL
MONITORING AND VERIFICATION TEAMS (MVTs)
JMCC – joint military ceasefire commission
AJMCC – area joint military ceasefire committee
JMCT –joint military ceasefire team

Appendix III

Permanent ceasefire and transitional security arrangements (matrix)

	Reference	*Activities*	*Responsible bodies*	*Timeframe*
1.	Permanent Ceasefire/ Transitional Security Arrangements	Agreement signed	WARRING PARTIES, Mediation	D-Day
2.	Article 1.1	Entry into force	WARRING PARTIES, MVM	D+72 hours
3.	Article 1.2	Parties disseminate appropriate orders to all their military units, allies and militia	WARRING PARTIES, MVM	D+24 hours
4.	Article 1.4	Complete cessation of hostilities, disengagement, separation and withdrawal of forces	WARRING PARTIES, MVM, UN	D+72 hours
5.	Article 1.5	Withdrawal of all state security actors allied to the warring parties from the territory of South Sudan, with the exception of Western Equatoria State.	WARRING PARTIES, MVM/CTSAMM	D+45 days (completed)
6	Article 1.6	Disarmament, demobilization and repatriation of non-state security actors.	WARRING PARTIES, MVM/CTSAMM	Completed by D+90 days
7.	Article 1.8	Conduct Permanent Ceasefire and Transitional Security Arrangements (PCTSA) workshop	IGAD, WARRING PARTIES	Completed by D+14 days
8.	Article 1.10	Immediate and unconditional release of all Prisoners of War (POWs), child soldiers and report to MVM.	WARRING PARTIES, ICRC, UNICEF, MVM	Immediate
9.	Article 2.1, 2.2, 2.3 and 2.5	Separation, assembly and cantonment of forces previously in combat in Juba, Jonglei, Unity, and Upper Nile States, and forces in any other areas declared by the Parties far from the borders with neighbouring countries. Forces ineligible for cantonment remain in barracks/bases.	WARRING PARTIES, MVM, UN	D+30 days

	Reference	*Activities*	*Responsible bodies*	*Timeframe*
10.	Article 2.4	Activities in the assembly/ cantonment sites	WARRING PARTIES, MVM, AU, UN	D+90 days
11.	Article 2.6	A complete declaration of personnel and equipment of forces not in cantonment provided to the SDSR Board	WARRING PARTIES, SDSR Board	No later than ninety (90) days after signing this Agreement
12.	Article 3.1 Sub-Article (3.1.2 & 3.1.3)	Joint National Architecture established.	WARRING PARTIES, MVM	D+30 days (complete)
13.	Article 4.1 & 4.2	– Establish CTSAMM; – CTSAMM carries out its responsibilities including monitoring compliance and reporting until the end of Transition.	IGAD, UN, Partners	– Within 3 months of signing of this Agreement – Throughout the Transition Period (30 months)
14.	Article 5.1	Transitional security arrangements implemented	WARRING PARTIES, CTSAMM, JOC, UN	D+30 days (beginning) D+90 (complete)
15.	Article 5.4	Avoidance of conflict between the activities conducted by the military forces permitted to remain in Juba	JOC, CTSAMM	Continuous
16.	Article 6.1	Formation of a multi-stakeholder Strategic Defence and Security Review (SDSR) Board	Stakeholders,	D+90 days
17.	Article 6.3-6.5 Article 6.6 (Stages 1, 2, 3 and 4)	Conduct of the SDSR	SDSR Board	D+90-180 days
18.	Article 7.1	A single, shared, unified command shall be established immediately and complete unification of the national army (NDFSS) and security forces. Disbandment of the National Architecture in Section 3.	TGoNU, CTSAMM	Begins at D-Day and complete after D+18 months

Appendix IV

Humanitarian assistance and reconstruction

No.	*Reference*	*Activities*	*Responsible bodies*	*Timeframe*
1	Article 1.1	Creation of enabling political and legal environment for humanitarian action	SPLA forces and South Sudan Armed Opposition forces	Upon signing of this Agreement and throughout the Pre-Transition Period
2	Article 2.1, 2.2	Establishment of Special Fund for Reconstruction (SRF) and setting up of Board of Special Reconstruction Fund (BSRF)	TGoNU, State Governments of Jonglei, Unity, Upper Nile, Equatoria and Bahr Elghazal, other Political Parties, IGAD, Troika, China, AU, UN, EU, World Bank, IPF and AfDB	Within the first month following the establishment of the TGoNU and Governments of Unity, Jonglei and Upper Nile States, Equatoria and Bahr Elghazal
3	Article 2.6	BSRF preparations of action plan	BSRF	Within six months (6) of signing of this Agreement
4	Article 2.7	Providing SRF with an initial funding and follow up on Donor Pledges	TGoNU & Donors	Upon completion of the action plan of the BSRF

Appendix V

Resource, economic and financial management

No.	Reference	Activities	Responsible bodies	Timeframe
1.		**Institutional Reforms**		
	Article 2	**1.1. The Bank of South Sudan**		
	Article 2.1.1	Review the legislation restructure the Bank of South Sudan	TGoNU, TNA	Within three months of the Transitional Period
	Article 2.1.3.5, 2.1.4	Appointment of the Governor, and nine (9) Board members of BoSS	President, First VP	Within four months of the Transitional Period
	Article 2.2	**1.2. Ministry of Finance and Economic Planning**		
	Article 2.2.1.1	Develop a 3-5 years Strategic Economic Development Roadmap	Ministry of Finance and Planning	During the nine months of the signing of the Agreement
	Article 2.2.1.3, 2.2.1.5	Adherence to National laws and international standards related to public finance including PFMA Act 2011;	Ministry of Finance and Planning	Within three months of the Transitional Period
	Article 2.2.1.5	Review and transform the CDF program in to EDF	Ministry of Finance and Planning	Within nine months of the Transitional Period
	Article 2.3	**1.3. Anti-Corruption Commission**		
	Article 2.3.1.1, 2.3.1.3	Review Anti-Corruption Commission Act and harmonize its role with the Ministry of Justice, and the Police	TGoNU, TNA	Within five months of the Transitional Period
	Article 2.3.1.6	Accede to regional and international conventions on fighting Corruption particularly to the African Convention on Preventing and Combating Corruption (AUCPC) and the UN Convention Against Corruption (UNCAC) and coordinate with them to recover and return embezzled money in foreign bank accounts	TGoNU, TNA	Within one year of the Transitional Period
	Article 2.3.2	Nominate the head of the Anti-Corruption Commission.	President, First VP and TNA	Within two months of the Transitional Period

No	Reference	Activities	Responsible bodies	Timeframe
	Article 2.4	**1.4 National Audit Chamber**		
	Article 2.4.1	Review of the National Audit Chamber Act	TgoNU, TNA	Within three months of the Transitional Period
	Article 2.4.4	Appointment of the National Auditor General	President, First VP	Within four months of the Transitional Period
2	**Article 2.5**	**New Institutions**		
	Article 2.5.1.1, 2.5.1.2, 2.5.1.3	Establishment of National Revenue Authority; Public Procurement and Asset Disposal Authority; and Salaries and Remuneration Commission	TgoNU, TNA	Within six months of the Transitional Period
	Article 2.5.4	Establishment of Environmental Management Authority (EMA)	TgoNU, TNA	Within six months of the Transitional Period
	Article 2.5.1.5	Establishment of Research and Development Centers for: Natural Disasters; Strategic Studies; and Scientific Research		Within two years of the Transitional Period
3	**Article 3**	**Review of National Legislations**		
	Article 3.1	The following legislations shall be reviewed to be in line with this Agreement: Investment Promotion Act, 2009; Banking Act, 2010; Telecommunications Act, 2010; Transport Act, 2008, Petroleum Act and Mining Act	TgoNU, TNA	Within one year of the Transitional Period
4	**Article 4**	**Resource Management**		
		4.3. Oil/Petroleum		
	Article 4.1.1	Implementations of the Petroleum Revenue Management Act (PRMA) 2012	TGoNU, Ministers of Petroleum and Minister of Finance and planning	Within six months of the Transitional Period
	Article 4.1.2	Closure of any Petroleum revenue accounts other than those approved by law	TGoNU, Minister of Finance and planning, Ministers of Petroleum and Governor of BoSS	Within three months of the Transitional Period
	Article 4.1.3	Identify all loans and contracts collateralized against oil	TGoNU	Within six months of the Transitional Period

No	Reference	Activities	Responsible bodies	Timeframe
	Article 4.1.4	Review current employment in the oil sector	TGoNU, National Petroleum and Gas Commission	Within one year of the Transitional Period
	Article 4.1.5	Review all contracts awarded to service companies in oil fields	TGoNU, National Petroleum and Gas Commission	Within one year of the Transitional Period
	Article 4.1.13.7, 4.1.13.10, 4.1.13.14	Review the Petroleum Act 2012 and implement all its provisions amongst them operationalization of Future Generations Fund, auditing of previous allocations to the National and State Governments since 2011, development of petroleum national competence and transform the national oil companies, National Petroleum and Gas Commission etc.	TgoNU, TNA	Within three months of the Transitional Period
	Article 4.1.13.5	Audit Petroleum Account	TgoNU, TNA	Within six months of the Transitional Period
	Article 4.2	**4.4. Land**		
	Article 4.2.1.1	Initiate an in-depth national debate to review the National Land Policy and the Land Act 2008	TgoNU, TNA	Within twelve months of the Transitional Period
	Article 4.2.1.2	Establish an independent Registrar of lands at all levels of Government	TgoNU, TNA	Within eighteen months of the Transitional Period
5	**Article 6**	**Public Finance and Economic Management — Revenue Collection and allocation**		
	Article 6.1.4	Establishment of National Revenue Authority	TGoNU, TNA	Within six months of the Transition
	Article 6.2.2	Review and re-invigorate the independent Fiscal and Financial Allocation Monitoring Commission (FFAMC) at all levels of Government	TgoNU TNA FFAMC	Within two months of the Transitional Period
	Article 6.2.4	In line with the devolution of more power and resources to the States and Counties, workout on wealth sharing and revenue allocation	TgoNU FFAMC	Within three months of the Transitional Period

No	Reference	Activities	Responsible bodies	Timeframe
	Article 6.5	**5.1. Public Expenditure**		
	Article 6.3.1	Review and implement the Public Financial Management Act 2011 including establishment of effective public procurement and payroll systems, granting public service concessions, public borrowing and debt management	TgoNU T NA	Within three months of the Transitional Period
	Article 6.4	**5.2. Borrowing**		
	Article 6.4.1	Initiate Legislation prescribing the terms on which TGoNU and States may borrow	TgoNU TNA	Within three months of the Transitional Period
	Article 6.5	**5.3. Public Finance Management**		
	Article 6.5	Auditing of debts, arrears, prepayments, all public funds and expenditure and report to the Transitional National Assembly	TgoNU TNA Audit Chamber	Within four months of the Transitional Period
	Article 6.5.6	Receipt of pending audit reports by the National Assembly	TgoNU TNA	Within six months of the Transitional Period
	Article 6.5.10	Reformation of South Sudan Economic and Public Sector Financial Institutions Management	TgoNU TNA	Within six months of the Transitional Period
6	**Article 7**	**Enterprise Development Fund**		
	Article 7.1-7.9	Develop social welfare development policy and SMEs for rural and urban poverty alleviation and job creation programmes.		Within twelve months of the Transitional Period
		Implement PSDS developed jointly by South Sudan Business Forum and Ministry of Commerce and Trade		During the Transitional Period
		Establish micro-finance institutions and social security fund to help vulnerable sectors of the society		During the Transitional Period
		Establish Women and Youth Development Funds to support capacity building and women/ youth enterprises		During the Transitional Period

No.	*Reference*	*Activities*	*Responsible bodies*	*Timeframe*
7	**Article 8**	**Economic Financial Management Authority (EFMA)**		
	Article 8.1 -8.7	The NCAC shall draft a legislation necessary for the establishment of EFMA in accordance with Chapter IV Article 8, sub-Article (8.1) of this Agreement, and pass the draft to the Minister of Justice and Constitutional Affairs which shall present it to the Council of Ministers and the TNA for endorsement in accordance to Chapter I, Art 13.4	TGoNU, World Bank, IMF, AfDB, COMESA, PTA Bank, UN-ECA and UNDP	Within four months of the Transitional Period
		Establishment of EFMA, its Board and Advisory Committee		Within four months of the Transitional Period
		BEFMA, EFMA, Advisory Committee and Secretariat shall be fully functional		No later than six months of the Transitional Period

Appendix VI

Transitional justice accountability, reconciliation and healing

No.	*Reference*	*Activities*	*Responsible bodies*	*Timeframe*
	Article 1.2	Stipulation of CTRH and HCSS mandates and jurisdictions	TGoNU, AU-Commission, UN-Secretariat	Within six (6) months upon the establishment of the TGoNU
	Article 2.1.2	Initiation and promulgation of Legislation on the establishment of Commission for Truth, Reconciliation and Healing (CTRH)	TgoNU Ministry of Justice and Constitutional Affairs, Civil Society	Within six (6) months of establishment of the TGoNU
	Article 2.1.4	Handover of files, records and documents by the existing National Healing Peace and Reconciliation Committee(CNHPR)	TgoNU CTRH and CNHPR	Not later than fifteen (15) days after the start of functioning of the CTRH
	Article 2.3.1, 2.3.2, 2.3.3	Appointment and endorsement of CTRH Commissioners	TGoNU, AUC, UN TNA	Upon establishment of the CTRH
	Article 3.1.2	Commencement and conclusion of signing MoU on the establishment of Hybrid Court for South Sudan (HCSS)	TGoNU, AU-Commission, UN-Secretariat	Within six (6) months of the establishment of the TGoNU
	Article 3.1.5	Enactment of the legislation on the establishment of the HCSC as agreed by TGoNU and AU and UN	TgoNU TNA	Within nine (9) months upon the establishment of the TGoNU
	Article 3.1.6, 3.1.7	Operationalization of the HCSS	TGoNU, AU Commission, UN-Secretariat	Within twelve (12) months upon the establishment of TGoNU

Appendix VII

Parameters of permanent Constitution

No.	*Reference*	*Activities*	*Responsible bodies*	*Timeframe*
	Article 2	Enactment of legislation to govern the Constitution-making process	TGoNU, TNA	Within six (6) months of the Transitional Period
	Article 8	Review the ongoing Permanent Constitutional-making process and reconstitute the National Constitutional Review Commission	TGoNU, Stakeholders	Immediately upon the enactment of the Legislation
	Article 4, 5	Public consultation on the Constitutional-making process, drafting of the constitutional Text, constitutional conference and adoption of the Constitution	NCRC, the Public Executive, Constituent Assembly	Within eighteen (18) months of the Transitional Period
	Article 3	Completion of the Constitution making process	National Constitutional Review Commission	Not later than eighteen (18) months following the establishment of the Transitional Period
	Article 5.5	Transformation of the TNA to Constituent Assembly to adopt the Constitution	TGoNU, NA	1st date of the 27th month of the Transitional Period

Appendix VIII

Joint Monitoring and Evaluation Commission (JMEC)

No	*Reference*	*Activities*	*Responsible bodies*	*Timeframe*
	Article 1, 2, 2.1-2.4	Establishment of JMEC and its secretariat	GRSS, South Sudan Armed Opposition, other Political Parties, Former Detainees, Faith-Based Leaders, Women's bloc, CSOs, Eminent personalities, Business groups, Youth, Ethiopia, Djibouti, Kenya, Somalia, Sudan, Uganda, Five African Regions (1), AU, China, Norway, UK, US, UN, EU and IPF	Within 15 days of the signing of this Agreement
	Article 6	JMEC meetings	South Sudanese Parties to this Agreement, Faith-Based Leaders, Women's bloc, CSOs, Eminent personalities, Business groups, Youth, Ethiopia, Djibouti, Kenya, Somalia, Sudan, Uganda, Five African Regions (1), AUC, China, Norway, UK, US, UN, EU and IPF	Once in a month